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October 11, 2000



Via Hand Delivery

Mr. Gary E. Walsh
Executive Director
South Carolina Public Service Commission
Koger Executive Center
101 Executive Drive
Columbia, SC 29211

Re: *Petition of Adelpia Business Solutions of South Carolina, Inc. for Arbitration with BellSouth Telecommunications, Inc. Pursuant to Section 252(b) of the Communications Act of 1934, as Amended by the Telecommunications Act of 1996*

Dear Mr. Walsh:

Enclosed for filing with the Commission, please find an original and 10 copies of Adelpia Business Solutions of South Carolina, Inc.'s Petition for Arbitration in the above matter.

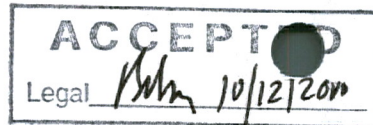
I would appreciate your clerk stamping two copies of this filing and returning them to my courier. By copy of this letter I am serving all parties of record. Please call me if you have any questions.

Very truly yours,

Faye A. Flowers
Faye A. Flowers

FAF/ccq
Enclosures

cc: Parkey Jordan (via Federal Express)
Caroline N. Watson, Esquire (via Hand Delivery)



BEFORE THE
SOUTH CAROLINA PUBLIC SERVICE COMMISSION

Petition of)

ADELPHIA BUSINESS SOLUTIONS)
OF SOUTH CAROLINA, INC.)

Docket

No. 2000-516-C

For Arbitration with BellSouth)
Telecommunications, Inc. Pursuant to)
Section 252(b) of the Communications)
Act of 1934, as amended by the)
Telecommunications Act of 1996)



**PETITION OF ADELPHIA BUSINESS SOLUTIONS
OF SOUTH CAROLINA, INC. FOR ARBITRATION**

Adelphia Business Solutions of South Carolina, Inc. ("Adelphia") through its undersigned counsel, petitions the South Carolina Public Service Commission ("Commission") pursuant to Section 252(b) of the Communications Act of 1934, as amended by the Telecommunications Act of 1996 ("Act"), to arbitrate certain terms and conditions of a proposed interconnection agreement between Adelphia and BellSouth Telecommunications, Inc. ("BellSouth").

PARTIES

1. Petitioner Adelphia's full name and its official business address are as follows:

Adelphia Business Solutions of South Carolina, Inc.
One North Main Street
Coudersport, PA 16915

Adelphia is a corporation organized and formed under the laws of the State of Delaware.

Adelphia is authorized by this Commission to provide local exchange service in South

Carolina.¹ Adelphia is, and at all relevant times has been, a “local exchange carrier” (“LEC”) under the Act.

2. The names, addresses, and contact numbers of Adelphia’s representatives in this proceeding are as follows:

Faye A. Flowers, Esquire
Parker Poe Adams & Bernstein L.L.P.
1201 Main Street, Suite 1450
Columbia, SC 29201
(803) 255-8000 (Tel)
(803) 255-8017 (Fax)

Michael L. Shor
Tamar E. Finn
Swidler Berlin Shereff Friedman, LLP
3000 K Street, N.W., Suite 300
Washington, DC 20007
(202) 424-7500 (Tel)
(202) 424-7645 (Fax)

John Glicksman
Adelphia Business Solutions
One North Main Street
Coudersport, PA 16915
(814) 274-6020 (Tel)
(814) 274-8243 (Fax)

3. BellSouth is a corporation organized and formed under the laws of the State of Georgia, having an office at 675 West Peachtree Street, Atlanta, Georgia 30375. BellSouth is authorized by this Commission to provide local exchange and other services within its franchised areas in South Carolina. BellSouth is, and at all relevant

¹ Adelphia Business Solutions of South Carolina, Inc. (f/k/a Hyperion Communications of South Carolina, Inc.) was granted authority to provide facilities based and resold local exchange and interexchange services in the State of South Carolina by this Commission on January 27, 1999 in Docket No. 98-510-C, Order No. 1999-67. The Commission approved the above name change on November 16, 1999.

times has been, a “Bell Operating Company” and an “incumbent local exchange carrier” (“ILEC”) under the terms of the Act.

4. The name, address, and contact number for BellSouth’s legal representative during the negotiations with Adelphia are as follows:

Parkey Jordan
BellSouth Telecommunications, Inc.
675 W. Peachtree Street, Rm 4300
Atlanta, GA 30375
404-335-0794 (Tel)
404-614-4054 (Fax)

JURISDICTION

5. The Commission has jurisdiction over Adelphia’s Petition pursuant to the provisions of the Act. A copy of Adelphia’s letter requesting negotiation of an interconnection agreement with BellSouth in South Carolina is attached as Exhibit A. This Petition is timely filed within 160 days of the date BellSouth received Adelphia’s request for interconnection.

NEGOTIATIONS

6. Negotiation of the Adelphia-BellSouth South Carolina Interconnection Agreement commenced on May 4, 2000. Working through changes suggested by Adelphia to BellSouth’s template interconnection agreement, the parties have been able to resolve the vast majority of issues raised during the negotiations, but a number of issues remain unresolved. Notwithstanding these good faith negotiations, Adelphia and BellSouth have been unable to come to agreement on all terms, particularly certain terms that relate to how the parties will interconnect their networks and exchange certain traffic. The issues that Adelphia believes to be unresolved are addressed in the Statement of Unresolved Issues below.

7. A draft of the interconnection agreement reflecting the parties' negotiations to date is attached as Exhibit B. Agreed upon language is shown in normal type, disputed language proposed by BellSouth is shown in strike-through text, and disputed language proposed by Adelphia is shown in underlined text. During this arbitration, Adelphia will continue to negotiate in good faith with BellSouth in an effort to resolve these disputed issues and will advise the Commission if and when arbitration of certain issues is no longer necessary.

8. Adelphia requests that the Commission approve the Interconnection Agreement between Adelphia and BellSouth reflecting (i) the agreed upon language in Exhibit B and (ii) the resolution in this arbitration proceeding of the unresolved issues in accordance with the recommendations made by Adelphia below and in Exhibit B.

STATEMENT OF RESOLVED ISSUES

9. The parties have resolved all issues and negotiated contract language to govern the parties' relationship with respect to General Terms and Conditions, resale, unbundled network elements, physical collocation, number portability, billing, ordering, rights-of-way, performance measurements, and the bona fide request process. These negotiated portions of the Agreement are included in Exhibit B. The Parties also have agreed to the rates BellSouth generally offers all competitive local exchange carriers.²

² Adelphia has accepted the BellSouth-proposed rates on the basis of BellSouth's representation that these rates are the rates generally offered to all competitive LECs and consistent with the Commission's orders approving BellSouth's rates. To the extent Adelphia determines that the rates are not those generally offered to other competitive LECs, or are inconsistent with the rates ordered by this Commission, Adelphia reserves its right to contest such rates at any time.

STATEMENT OF UNRESOLVED ISSUES

ISSUE 1 (Attachment 3, Section 1.8 and 2.3)

Issues: *(A) May Adelphia charge its tariffed rates to BellSouth for leased facility interconnection; (B) If not, should the definition of Serving Wire Center preclude Adelphia from receiving symmetrical compensation from BellSouth for leased facility interconnection?*

Adelphia position: *(A) As an ILE, BellSouth is required pursuant to Section 252(d)(1) of the Act to provide interconnection to CLECs based on cost plus a reasonable profit; these restrictions do not apply to CLECs such as Adelphia, which may charge out of their tariffs; (B) Alternatively, if Adelphia is required to charge identical rates to those charged by BellSouth for leased facility interconnection, Adelphia should be compensated in a symmetrical manner, and should be compensated for the Dedicated Interoffice Transport facility (which is rated on a per-mile basis) despite the proposed definition of Serving Wire Center in the Agreement.*

BST position: *(A) Adelphia and BellSouth should charge identical rates for their respective interconnection facilities; (B) Serving Wire Center should be defined by reference to the wire center from which one party would normally obtain dial tone for its IP. Adelphia should not be compensated for the Dedicated Interoffice Transport facility unless its facility meets the definition of such as stated in the Agreement.*

10. BellSouth has proposed to allow the parties the option to interconnect through the lease of facilities from one another. BellSouth as an ILEC is required pursuant to Section 252(d)(1) of the Act to provide interconnection to CLECs based on cost plus a reasonable profit. This section by definition only applies to ILECs because it refers to “[d]eterminations by a State commission of the just and reasonable rate for the

interconnection of facilities and equipment for purposes of subsection (c)(2) of Section 251.” Section 251(c)(2) addresses only the “additional obligations of incumbent local exchange carriers.”

11. There is no requirement in the Act or applicable FCC regulations that the rates charged by Adelphia for its interconnection facilities must be equal, symmetrical or reciprocal to those charged by BellSouth. Under section 252(d)(1) of the Act, the duty to establish cost based rates for interconnection only applies to ILECs, such as BellSouth. The FCC has ruled that the interconnection obligations of an ILEC under 251(c)(2) are separate and distinct from the duty of all carriers to establish reciprocal compensation arrangements for the “transport and termination” of telecommunications pursuant to section 251(b)(5).³ Thus under the Act, CLECs such as Adelphia who are just now constructing interconnection facilities and entering the local exchange market are given the needed competitive boost of being permitted to charge non-cost based rates for interconnection facilities. Conversely, ILECs such as BellSouth who maintain the benefits of an historic monopoly and often provide interconnection facilities out of their legacy network, the costs of which in many instances have been recovered from ratepayers over the years, are required to charge cost based rates for interconnection facilities.

12. Notwithstanding the requirements of the Act and applicable FCC rules, should the Commission decide that Adelphia and BellSouth must charge equal rates for

³ See First Report and Order, *Implementation of the Local Competition Provisions in the Telecommunications Act of 1996*, CC Docket No. 96-98, FCC 96-325, ¶¶ 174-176 (rel. Aug. 8, 1996), *modified on recon.*, 11 FCC Rcd 13042 (1996), *vacated in part, Iowa Utils. Bd. v. FCC*, 120 F.3d 753 (8th Cir. 1997), *rev'd in part, aff'd in part sub nom. AT&T Corp. v. Iowa Utils. Bd.*, 119 S.Ct. 721 (1999), *on remand to Iowa Utils. Bd. v. FCC*, 219 F.3d 744 (8th Cir. 2000) (“Local Competition Order”).

leased interconnection facilities, as set forth in Exhibit A to Attachment 3, it should make sure that the equality of the rates is actual and not just theoretical. Equity mandates that the rates for dedicated transport should be defined consistently for both parties. Even if the Commission ordered equal rates to be paid by the parties for the lease of interconnection facilities, BellSouth's proposal would impose a different rate structure on Adelphia than on itself for providing identical facilities. BellSouth's proposal would result in Adelphia incurring substantially greater costs than BellSouth for transporting and terminating traffic between the same two points.

13. By way of background, as a new entrant into the local exchange market, Adelphia utilizes state-of-the-art digital technology, typically installing only a single switch in a single building ("wire center") that serves an entire Local Access and Transport Area ("LATA"). BellSouth, in contrast, has multiple wire centers per LATA. Under the terms of the proposed Agreement, BellSouth will divide the unbundled dedicated transport facility into two components that assume multiple switches per LATA. Under this structure Adelphia can never charge BellSouth as much as BellSouth can charge Adelphia for interconnection through leased facilities, even if the exact same facility is at issue.

14. Specifically, in Section 1.8.2 of Attachment 3, BellSouth seeks to define the Local Channel facility (which is flat-rated) as the facility between the Party's Point of Presence (the physical point a party establishes for access to the other party's network) and its serving wire center. By contrast, the Dedicated Interoffice Transport facility (which is rated on a per-mile basis) will be defined in Section 1.8.4 as the component between a party's serving wire center and the first point of switching on the

other party's common (shared) network. Thus, the definition of the serving wire center is crucial to application of these rate elements. Because under BellSouth's proposed definition Adelphia's single switch will qualify as the serving wire center and the "first point of switching" on its network, Adelphia may not be able to charge BellSouth more than the flat-rated Local Channel charge for providing leased facility interconnection. On the other hand, since BellSouth's historical hub-and-spoke network architecture has multiple switches, BellSouth will be able to charge both the fixed Local Channel rate *and* the variable Dedicated Interoffice Transport rate for providing such interconnection. Adelphia has alternatively proposed a redraft of Section 1.8.5 to allow the parties to charge one another the same amounts in providing leased facility interconnection.

15. In short, BellSouth's proposal — that the parties charge "symmetrical rates" for the leased facility interconnection — is disingenuous because, given the efficient structure of its network Adelphia may not be able to charge BellSouth symmetrically for the same facility. To remedy this, Adelphia has not sought to change the definitions, but to ensure instead in Section 1.8.5 that Adelphia will have the ability to charge BellSouth as much as BellSouth would be able to charge Adelphia for traffic on the same route, notwithstanding the definitions in the contract.

ISSUE 2 (Attachment 3, Sections 6.1.9 and 6.1.9.1)

Issues: *(A) Should BellSouth be permitted to define its obligation to pay reciprocal compensation to Adelphia based solely upon the physical location of Adelphia's customers? (B) Should BellSouth be able to charge originating access to Adelphia on all calls going to a particular NXX code based upon the location of any one customer?*

Adelphia position: *(A) Historically, calls were determined to be local or interexchange based upon the NXX of the originating and terminating number, not the*

location of the customer assigned a particular number. This practice should be continued such that calls between an originating and terminating NXX, associated with the same local calling area, should continue to be rated as local, regardless of where the terminating customer's premises may be located. Under any scenario, the only costs BellSouth incurs are the transport and switching charges required to bring traffic to the IP between BellSouth and Adelphia and these costs do not change based upon the location of Adelphia's customers. (B) BellSouth should not be allowed to charge Adelphia originating access for all calls to a whole NXX code based upon the location of any single customer with a telephone number in that NXX code.

BST position:

(A) BellSouth should not be required to pay reciprocal compensation for any call terminating to a customer who is physically located outside of the local calling area where the call originates. (B) Furthermore, BellSouth should be allowed to impose originating access charges on all calls going to an NXX code where BellSouth cannot identify the traffic that Adelphia is delivering to customers located outside the local calling area.

16. BellSouth's proposal to limit its reciprocal compensation obligations and to collect originating access from Adelphia based only upon the physical location of Adelphia's customers has no basis in law or fact. To the contrary, BellSouth's proposal to charge Adelphia for BellSouth-originated traffic violates FCC rules and orders that require each carrier to bear the cost of facilities to deliver its originated traffic to other carriers,⁴ and, if adopted, could negatively impact the development of competition in South Carolina. BellSouth cannot show that its costs differ based upon the locations of

⁴ See 47 C.F.R. §51.703(b); *TSR Wireless, LLC, et al, Complainants, v. US West Communications, Inc. et al, Defendants*; Memorandum Opinion And Order File Nos. E-98-13, E-98-15, E-98-16, E-98-17, E-98-18 (rel. June 21, 2000).

Adelphia's customers such that its proposed compensation scheme in Attachment 3, Section 6.1.9, is warranted or appropriate. In fact, BellSouth's costs are not dependent upon the physical location of Adelphia's customers. Regardless of the customers' locations, BellSouth's operational and financial responsibility for originating locally-dialed traffic on its own network always will end at the Point of Interconnection, where its network ends and Adelphia's network begins.

17. Furthermore, BellSouth's financial responsibility for paying reciprocal compensation on locally-dialed traffic will always end at the Adelphia switch under BellSouth's reciprocal compensation structure. BellSouth's costs of originating a locally-dialed call from its originating customers cannot differ because of where Adelphia's customers are located and FCC rules require BellSouth to bear the costs of transporting that traffic to the Point of Interconnection. From that point, it is Adelphia's *sole* responsibility to take the call to wherever the customers are located, thus making any additional burden in taking a call to a physically distant customer something that Adelphia alone will bear. BellSouth therefore cannot legitimately claim that it is entitled to additional compensation – or that it should avoid paying Adelphia reciprocal compensation – just because Adelphia's customer may be physically located outside of the rate center associated with the customer's NXX code.

18. Adelphia's process of assigning NXX codes to customers located outside the physical area to which that code corresponds is the functional equivalent of BellSouth's own Foreign Exchange (FX) service. However, due to differences in network architecture, competitive carriers such as Adelphia provide this service in a manner which differs from the legacy architecture employed by the ILECs. It would be

entirely unreasonable and it would violate one of the key principles of the Act to require CLECs to mimic the ILECs' structure or otherwise to preclude them from offering a service which competes with the ILECs' FX service. The manner in which Adelphia provides this service is economically and technologically more efficient than the manner in which BellSouth provides it. From the end user's perspective, Adelphia's service is a competitive alternative to other forms of foreign exchange service.

19. Foreign exchange service is a recognized exception to the matching of rating and routing points. Under such services it is consistent with industry practice to rate calls in reference to the rate center of the assigned NXX prefix, even though its exchange differs from where the called party is located. This service does not contradict the principle of rating calls on a geographical basis, it is simply a way to transfer the geographic rating point of the called party from one exchange to another. Notably, BellSouth does not propose to exempt calls to BellSouth FX customers from reciprocal compensation. Nor does BellSouth propose that Adelphia be permitted to charge BellSouth originating access for calls to BellSouth's FX customers.

20. Furthermore, the rating of a call should continue to be determined based on the designated prefix. Customers expect to be charged for a local call when dialing a local prefix. Likewise, Adelphia's customers using the service would suffer competitively in that their own customers (those trying to reach Adelphia's customer) would be less likely to place the call if they were to be assessed a toll charge. In the case of ISPs, such a decision could have severe implications. If ISPs were forced to locate facilities in every single rate center in order to continue to make their services available to the widest possible audience, it is likely that they would have to pass the

costs of those facilities on to their own customers, driving up the price that ISPs would have to charge for their monthly service. Ultimately, this would drive down the level of competition in a given market, especially rural areas, as ISPs were forced either to migrate to the ILEC (to use their FX service) or to close in the face of much higher costs. At a time when reasonably priced, readily available access to the Internet is a clear national priority, the impact of higher costs on consumers would be devastating.

21. Alternatively, if BellSouth intends the parties to charge the calling party for a local call but charge the carrier access charges for a toll call, then the proposal would be unmanageable. It would require both parties to establish different ratings for a single telephone number; one set for end user purposes, the other for compensation purposes. Such a system would be difficult to establish and maintain and BellSouth has provided no guidance on how it would be possible to implement such a system.

22. BellSouth's protestations of lost toll revenue are a red herring. This argument presupposes that the originating customer would still place the same call if it were rated as toll rather than local. This presumption is not based in logic. It is more than likely that the originating caller, deprived of competition to choose from (be it in ISPs or some other business employing such services), will resign itself to using whatever business is physically located in its own local calling area. It also fails to take into account the fact that if the CLEC customer making use of the "virtual NXX" service chooses to relocate to the same local calling areas as the originating callers, then the calls truly would be "local" under BellSouth's definition and, again, no toll revenue would be due.

23. In the end, BellSouth's proposal seems little more than an effort to foist additional costs on the competitive LEC, particularly in the context of serving ISPs. BellSouth's proposal should be denied because it would not only enable BellSouth to evade its reciprocal compensation obligations under the Act, but it also would undermine CLECs' ability to provide a service to compete with BellSouth's FX service. Requiring Adelphia to pay switched access rates would base intercarrier compensation on the legacy architecture, rather than the efficiencies that Adelphia has achieved through the efficient design of its own network. Adopting BellSouth's proposal would not result in a competitively neutral outcome.

24. The Commission should instead adopt Adelphia's proposal because it facilitates one of the fundamental goals of the Act – the deployment of competition. Carriers such as Adelphia compete with BellSouth not in size or market power, but through innovation. A flexible approach to the use of NXX codes has enabled all LECs to provide ISPs – and other end users – with attractive local services throughout the state, including lightly populated areas. BellSouth seeks to rollback this opportunity, which would result in increased toll charges to consumers and/or increased charges or equipment costs imposed upon ISPs. BellSouth's proposal would make it more difficult for competitors to provide competitive services, especially in sparsely populated areas. The Commission should reject BellSouth's proposed language.

ISSUE 3 (Attachment 3, Section 6.8)

Issue: *Should Internet Protocol Telephony be excluded from local traffic subject to reciprocal compensation?*

Adelphia position: *No. BellSouth's exemption would, for the first time, classify calls delivered through Internet Protocol methods as a third category of traffic for which no compensation would be due.*

BST position: *Yes. Until the FCC determines whether IP telephony is switched access, IP Telephony should be excluded from the category of local traffic.*

25. BellSouth's proposal to exclude calls delivered through an Internet Protocol method from local traffic is contrary to federal law. Adopting BellSouth's position would result in a class of calls for which *no* compensation is provided to Adelphia, or to any other terminating LEC, the use of whose facilities are essential to the successful completion of the call. This is contrary to the requirement that reciprocal compensation be paid for the use of another carrier's facilities.

26. Section 251(b)(5) of the Act requires local exchange carriers "to establish reciprocal compensation arrangements for the transport and termination of telecommunications." The Act does not expressly limit this obligation or exclude any particular category of traffic.⁵ Section 251(g), however, requires continued enforcement of the existing access charge regime, which, until it is superseded, provides for an alternative system of compensation for the transport and termination of telecommunications carried by three or more carriers.⁶ The only way to reconcile the

⁵ 47 U.S.C. § 251(b)(5). The Act contemplates that the access charge regime will be superseded by the FCC. At that time, compensation for all calls will be under § 251(b)(5).

⁶ 47 U.S.C. § 251(g).

two sections to give meaning to both, is to understand that the reciprocal compensation provision of Section 251(b) is intended to apply to compensation for the transport and termination of local traffic, or traffic otherwise exempt or not subject to access charges, carried by two carriers — that is, traffic for which compensation is not already provided by access charges.

27. This is the conclusion reached by the FCC in its *Local Competition Order*.⁷ The FCC explained that the existing regulatory regime, in which interstate and intrastate interexchange traffic was subject to access charges, is to be maintained pursuant to Section 251(g) of the Act.⁸ Traffic not subject to access charges, *i.e.*, traffic that originates or terminates within a local calling area established by the state, or traffic otherwise not subject to access charges, would be subject to reciprocal compensation obligations.⁹ The simple logic drawn from the Act is that access charges and reciprocal compensation are intended to dovetail to cover all types of traffic carried by two or more carriers; such traffic is to be treated either through reciprocal compensation or access charges, and no traffic is to incur both types of treatment. Thus, the statutory scheme requires, and the FCC has established that under the Act, the termination of traffic carried by two carriers not otherwise subject to access charges is subject to reciprocal compensation.

⁷ *Implementation of the Local Competition Provision in the Telecommunications Act of 1996* (“*Local Competition Order*”), CC Docket No. 96-98, ¶ 1034 (Aug. 8, 1996).

⁸ *Local Competition Order* at ¶ 1034.

⁹ *Id.* at ¶¶ 1034- 1035.

28. As recently as 1998, the FCC, in its Report to Congress on Universal Service,¹⁰ declined to allow LECs to assess access charges on “Internet Protocol calls.” Instead, the FCC has announced that it will continue to monitor the question of how to handle such calls and to determine at a later time how it might regulate this traffic, if at all.¹¹ The FCC explicitly stated that it did not believe that it was “appropriate to make any definitive pronouncements in the absence of a more complete record focused on individual service offerings.”¹² In April 1999 Qwest (f/k/a U S West) filed a complaint at the FCC seeking a determination as to whether it should be allowed to assess access charges on this traffic, but the FCC has yet to act on that complaint.¹³

29. In initially filing its complaint about Internet Protocol traffic with the FCC, Qwest implicitly recognized that the question of how to handle this traffic was appropriately before the FCC. Similarly, BellSouth argues strenuously that ISP-bound traffic – traffic that carriers hand off to local ISP customers for those customers to take onto the Internet using Internet Protocol – is interstate in nature and subject to the jurisdiction of the FCC. Yet BellSouth now asks the Commission to treat as subject to state regulation Internet Protocol traffic that a carrier takes onto the Internet itself. BellSouth asks this Commission to make an unprecedented ruling and approve an arbitrated interconnection agreement that would exclude such traffic from the category of local traffic under state law.

¹⁰ *Federal-State Joint Board on Universal Service*, CC Docket No. 96-45, Report to Congress, 13 FCC Rcd 11,501 (1998) (“*Report to Congress*”).

¹¹ *Id.* at 11,544-11,545.

¹² *Id.* at 11541.

¹³ Petition of U S West, Inc. for Declaratory Ruling Affirming Carrier’s Carrier Charges on IP Telephony (Filed April 5, 1999).

30. Fully cognizant of the FCC's determination to postpone consideration of this issue until it can be studied further, BellSouth is resorting to alternative avenues – such as this arbitrated interconnection agreement – to impose its view of this type of traffic on other carriers. BellSouth should not be permitted to create a new regulatory status for Internet Protocol Telephony by excluding it from the definition of local traffic in an arbitration with a single CLEC. This Commission should deny BellSouth's effort to make an "end run" around the FCC with respect to the proper regulation of Internet Protocol traffic. The question of whether LECs may impose switched access charges on Internet Protocol telephony is properly before the FCC, and that agency should resolve it.

31. There are also practical and technological flaws in BellSouth's proposal to exclude Internet Protocol Telephony traffic from the definition of local traffic. Despite BellSouth's assertions regarding the nature of this traffic, it has offered no method, nor is Adelphia aware of any, by which to distinguish this type of traffic and separate it from all other traffic. For example, a voice call delivered to an ISP and taken over the Internet will be indistinguishable from an "ordinary" call to an ISP in which data is transmitted to and from the originating end user.

32. The inability to distinguish Internet Protocol Telephony traffic from other voice or data traffic raises another concern: BellSouth argues that Internet Protocol Telephony is a problem, but cannot define with any specificity the extent of the alleged problem. If, in fact, Internet Protocol Telephony, represents but a small fraction of the total traffic exchanged between the parties, then BellSouth's attempt to segregate such traffic makes no practical or economic sense. The Commission should approve

Adelphia's suggestion to delete any reference to excluding Internet Protocol from local traffic (thus preserving the Act's requirement that compensation be paid for use of another carrier's facilities), and leave this question to be resolved through a consistent nationwide solution by the FCC, the body with exclusive jurisdiction over this issue.

ISSUE 4 (Attachment 3, Section 6.1.1)

Issue: *Should the parties be required to pay reciprocal compensation on traffic originating from or terminating to an enhanced service provider, including an Internet Service Provider ("ISP")?*

Adelphia position: *The parties should compensate one another at the reciprocal compensation rates for traffic originating from or terminating to an enhanced service provider, including an ISP, just as they would for any other local call.*

BST position: *Traffic originating from or terminating to an enhanced service provider, including an ISP, is not local traffic and should not be subject to reciprocal compensation.*

33. BellSouth proposes language that would exclude traffic "that originates from or is directed to or through an enhanced service provider or information service provider" from the definition of "Local Traffic" for the purpose of reciprocal compensation (also called "interconnection compensation" under the Agreement). BellSouth's position does not conform to the current requirements of federal law. Though this Commission previously decided that reciprocal compensation should not be due for ISP-bound traffic,¹⁴ Adelphia respectfully submits that the logic employed by

¹⁴ See *Petition of ITC^DeltaCom Communications, Inc. for Arbitration with BellSouth Telecommunications, Inc. Pursuant to the Telecommunications Act of 1996*, Order on Arbitration, Docket No. 1999-259-C, Order No. 1999-690 (Oct. 4, 1999) at p. 64.

the Commission in reaching this decision relied heavily on the now vacated end-to-end analysis employed by the FCC in its *Declaratory Ruling*.¹⁵

34. On March 24, 2000, the United States Court of Appeals for the District of Columbia vacated the FCC's *Declaratory Ruling*¹⁶ and remanded the case to the FCC for further proceedings. The D.C. Circuit's decision supports the analytical approach that Adelphia argues should be applied here. That decision leads to the inevitable conclusion that, based on the FCC's own prior decisions and precedent, calls to ISPs are to be treated as all other local traffic for reciprocal compensation purposes.

35. The most obvious impact of the D.C. Circuit decision is that it removes the *Declaratory Ruling* as a foundation for the Commission's earlier conclusion, and BellSouth's current argument, that carriers are not entitled to compensation for transporting and terminating ISP-bound traffic under 251(b)(5) of the Act. Second, it provides significant guidance as to how ISP traffic should be treated for compensation purposes. The D.C. Circuit's analysis strongly supports the conclusion of several other state commissions in BellSouth's service territory that ISP-bound traffic should be treated as local traffic for purposes of reciprocal compensation.

36. Initially, the D.C. Circuit questioned whether the FCC's end-to-end analysis used to determine the *jurisdictional* nature of ISP traffic was relevant to the question of whether calls to ISPs are local for purposes of compensation under § 251(b)(5) of the Act. Instead, the D.C. Circuit framed the question as "whether a call to

¹⁵ See *Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-bound Traffic*, 14 FCC Rcd 3689, 3690 (1999) ("*Declaratory Ruling*") at 18, ¶ 27, vacated, *Bell Atlantic Tel. Cos. v. FCC*, 206 F.3d 1 (D.C. Cir. 2000).

¹⁶ *Bell Atlantic Tel. Cos. v. FCC*, 206 F.3d 1, 9 (D.C. Cir. 2000).

an ISP should fit within the local call model of two collaborating LECs or the long-distance model of a long distance carrier collaborating with two LECs.”¹⁷

37. In that regard, the D. C. Circuit noted that the FCC’s own regulations and decisions define local traffic in a manner that includes calls to ISPs.¹⁸ Under 47 C.F.R. §51.701(b)(1), telecommunications traffic is defined as local if it “originates and terminates within a local service area.” In turn, in its Local Competition Order, the FCC defined “termination” as “the switching of traffic that is subject to section 251(b)(5) at the terminating carrier’s end office switch (or equivalent facility) and delivery of that traffic from that switch to the called party’s premises.”¹⁹

38. Based on these provisions, the D.C. Circuit noted that:

“[c]alls to ISPs appear to fit this definition: the traffic is switched by the LEC whose customer is the ISP and then delivered to the ISP, which is clearly the ‘called party’.”²⁰

In short, the D.C. Circuit’s analysis leads to but one conclusion: on its consideration of this issue, the Commission should conclude that calls to ISPs qualify as local traffic eligible for reciprocal compensation because the traffic “terminates” at the ISP and it fits “within the local call model of two collaborating LECs, [instead of] the long distance model of a long distance carrier collaborating with two LECs.”²¹

39. In light of the D.C. Circuit’s vacatur of the FCC’s *Declaratory Ruling*, this Commission should reverse its prior determination and adopt Adelphia’s proposals

¹⁷ *Id.* at 6.

¹⁸ *Id.*

¹⁹ *See* Local Competition Order, 11 FCC Rcd 15499, 16015, at ¶1040.

²⁰ *Bell Atlantic*, 206 F3d at 6. (emphasis added).

²¹ *See id.* at 8; Local Competition Order at 16013, ¶1034.

for defining local traffic as reflected in Section 6.1.1. Likewise, BellSouth's proposal to exclude from reciprocal compensation calls to or from certain kinds of customers should be rejected.

ISSUE 5 (Attachment 3, Section 6.1.5)

Issue: *Is BellSouth required to pay tandem charges when Adelphia terminates BellSouth local traffic using a switch serving an area comparable to a BellSouth tandem?*

Adelphia position: *Yes. When an Adelphia local switch covers a geographic area comparable to the area served by a BellSouth tandem, Adelphia is entitled to charge BellSouth the tandem rate, meaning the rate for tandem switching, transport and end office switching.*

BST position: *No. BellSouth contends Adelphia should not be entitled to charge the tandem rate under these circumstances.*

40. Section 251(b)(5) of the Act imposes on each local exchange carrier "[t]he duty to establish reciprocal compensation arrangements for the transport and termination of telecommunications." Section 252(d)(2)(A) of the Act further provides as follows:

For the purposes of compliance by an incumbent local exchange carrier with section 251(b)(5), a State commission shall not consider the terms and conditions for reciprocal compensation to be just and reasonable unless --

- (i) such terms and conditions provide for the mutual and reciprocal recovery by each carrier of costs associated with the transport and termination on each carrier's network facilities of calls that originate on the network facilities of the other carrier; and

(ii) such terms and conditions determine such costs on the basis of a reasonable approximation of the additional costs of terminating such calls.

41. FCC Rule 51.711(a) requires that “[r]ates for transport and termination of local telecommunications traffic shall be symmetrical,” subject to certain exceptions that do not apply to Adelphia. Rule 51.711(a)(1) defines “symmetrical rates” as rates that a carrier such as Adelphia assesses upon an incumbent LEC for transport and termination of local telecommunications traffic equal to those that the incumbent LEC assesses upon the other carrier for the same services.” Rule 51.711(a)(3) provides:

Where the switch of a carrier other than an incumbent LEC serves a geographic area comparable to the area served by the incumbent LEC’s tandem switch, the appropriate rate for the carrier other than an incumbent LEC is the incumbent LEC’s tandem interconnection rate.

42. Because Adelphia has not yet turned up its switch in South Carolina, it is not asking the Commission to authorize it to charge the tandem rate at this time. However, at such time as Adelphia’s local switch covers a geographic area comparable to the area served by a BellSouth tandem, Adelphia should be entitled to charge BellSouth the tandem rate, meaning the rate for tandem switching, transport and end office switching. BellSouth has refused to agree to contract language that would incorporate such symmetrical treatment at a future point in time, when Adelphia meets the standards set forth in Rule 51.711(a)(3). Adelphia merely requests that the Agreement incorporate the FCC rule that entitles a CLEC to charge the tandem rates upon making a showing of tandem geographic coverage. Adelphia’s proposed language should be adopted.

REQUEST FOR RELIEF

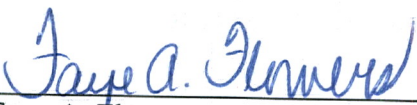
WHEREFORE, Adelphia respectfully requests that the Commission grant the following relief:

- A. That the Commission arbitrate the unresolved issues between Adelphia and BellSouth within nine months of May 4, 2000, the date on which negotiations began.
- B. That the Commission issue an order directing the parties to submit an agreement reflecting: (i) the agreed upon language in Exhibit B and (ii) the resolution in this arbitration proceeding of the unresolved issues in accordance with the recommendations made by Adelphia within and in Exhibit B.
- C. That the Commission retain jurisdiction of this arbitration until the parties have submitted an agreement for approval by the Commission in accordance with section 252(e) of the Act.
- D. That the Commission further retain jurisdiction of this arbitration and the parties hereto until BellSouth has complied with all implementation time frames specified in the arbitrated agreement and fully implemented the agreement.
- E. That the Commission take such other and further actions as it deems appropriate.

RESPECTFULLY SUBMITTED, this the 11th day of October 2000.

Michael L. Shor
Tamar E. Finn
Swidler Berlin Shereff Friedman, LLP
3000 K Street, N.W, Suite 300
Washington, DC 20007
(202) 424-7500 (Tel)
(202) 424-7645 (Fax)

John Glicksman
Adelphia Business Solutions, Inc.
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(803) 255-8000 (Tel)
(803) 255-8017 (Fax)

Attorneys for
Adelphia Business Solutions
of South Carolina, Inc.

Certificate of Service

The undersigned certifies that a copy of the foregoing Petition of Adelpia Business Solutions, Inc. was served on the following individuals via overnight or hand delivery this 11th day of October, 2000.

Via Federal Express

Parkey Jordan
BellSouth Telecommunications, Inc.
675 W. Peachtree Street
Atlanta, GA 30375
(404) 335-0794 (Tel)
(404) 614-4054 (Fax)

Via Hand Delivery

Caroline N. Watson, Esquire
BellSouth Communications
1600 Hampton St.
Columbia, SC 28291
(803) 748-8700 (Tel)
(803) 254-1731 (Fax)

Jaye A. Homers

Columbia, South Carolina

**BEFORE THE
SOUTH CAROLINA PUBLIC SERVICE COMMISSION**

Petition of

ADELPHIA BUSINESS SOLUTIONS,
OF SOUTH CAROLINA, INC.

For Arbitration with BellSouth
Telecommunications, Inc.

Pursuant to Section 252(b)
of the Communications Act of 1934, as
amended by the Telecommunications Act
of 1996

Docket No. _____

**PETITION OF ADELPHIA BUSINESS SOLUTIONS
OF SOUTH CAROLINA INC. FOR ARBITRATION**

EXHIBIT A

SWIDLER BERLIN SHEREFF FRIEDMAN, LLP

3000 K STREET, NW, SUITE 300
WASHINGTON, DC 20007-5116
TELEPHONE (202) 424-7500
FACSIMILE (202) 424-7645
WWW.SWIDLAW.COM

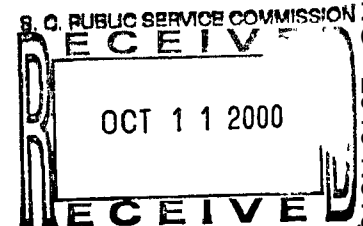
TAMAR E. FINN
DIRECT DIAL (202) 945-6917
TEFINN@SWIDLAW.COM

NEW YORK OFFICE
405 LEXINGTON AVENUE
NEW YORK, NY 10174

May 11, 2000

VIA OVERNIGHT DELIVERY AND ELECTRONIC MAIL

Patrick Finlen
BellSouth Telecommunications, Inc.
BellSouth Center
675 West Peachtree Street
Atlanta, GA 30375



**RE: Interconnection Negotiations between Adelphia Business Solutions
and BellSouth**

Dear Mr. Finlen:

I am writing on behalf of Adelphia Business Solutions, Inc. and its subsidiaries ("Adelphia") to confirm our mutual understanding as to the respective dates upon which Adelphia initiated negotiations with BellSouth for interconnection in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee ("BellSouth Nine State Region").

The initial request by Adelphia for negotiations with BellSouth for interconnection in the BellSouth Nine State Region was considered received on May 4, 2000. Thus any arbitration window under Section 252 of the Communications Act of 1934, as amended ("Act") would open on September 16, 2000 and close on October 11, 2000. In addition to me, the following individuals at Adelphia will be involved in the negotiations:

John Glicksman
Vice President, General Counsel
Shane Turley
Manager, Legal & Regulatory Affairs
One North Main Street
Coudersport, PA 16915
(814) 274-9830
(814) 274-7782 (fax)
John.Glicksman@adelphiacom.com
Shane.Turley@adelphiacom.com

Jennifer Anderson
Manager, Legal & Regulatory Affairs
Jim Stinson
Manager, Legal & Regulatory Affairs
121 Champion Way, Fourth Floor¹
Canonsburg, PA 15317
(724) 743-9888
(724) 473-9791 (fax)
Jennifer.Anderson@adelphiacom.com
Jim.Stinson@adelphiacom.com

¹ Please use this address as of May 22, 2000.

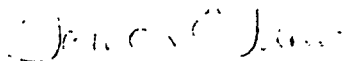
These negotiations are for successor interconnection agreements to replace the following interconnection agreements between BellSouth and subsidiaries of Adelphia Business Solutions, Inc.² We understand that where an initial agreement has expired, BellSouth and Adelphia will continue to operate under such agreement on a month-to-month basis as we conclude negotiations for the successor agreement.

State	Party to Agreement	Successor Adelphia Entity
Alabama	Adelphia Business Solutions of Alabama, LLC	Adelphia Business Solutions Operations, Inc.
Florida	Adelphia Business Solutions of Florida, Inc.	No successor agreement needed
Florida	Adelphia Business Solutions of Florida, LLC	Adelphia Business Solutions Investments, LLC
Florida	Adelphia Business Solutions of Jacksonville, Inc.	Adelphia Business Solutions of Jacksonville, Inc.
Georgia	Adelphia Business Solutions of Georgia, LLC	Adelphia Business Solutions Operations, Inc.
Kentucky	Adelphia Business Solutions of Kentucky, Inc.	Adelphia Business Solutions of Kentucky, Inc.
Louisiana	Adelphia Business Solutions of Louisiana, Inc.	Adelphia Business Solutions of Louisiana, Inc.
Mississippi	Adelphia Business Solutions of Mississippi, LP	Adelphia Business Solutions Operations, Inc.
North Carolina	Adelphia Business Solutions of North Carolina, LP	Adelphia Business Solutions Operations, Inc.
South Carolina	Adelphia Business Solutions of South Carolina, Inc.	Adelphia Business Solutions of South Carolina, Inc.
Tennessee	Adelphia Business Solutions of Nashville, LP	Adelphia Business Solutions of Nashville, LP
Tennessee	Hyperion Communications of Tennessee, LP	Adelphia Business Solutions Operations, Inc.

² Please note that Adelphia is in the midst of a restructuring. For your convenience, I provide below both the name of the party to the existing agreement and the name of the successor Adelphia entity.

We look forward to negotiating successor agreements with you. Please do not hesitate to contact me if you have any questions regarding Adelphia's intent to negotiate for interconnection or the dates identified herein.

Sincerely,



Tamar E. Finn
Counsel for Adelphia Business Solutions, Inc.

cc: Parkey Jordon
John Glicksman
Shane Turley
Jennifer Anderson
Jim Stinson

**BEFORE THE
SOUTH CAROLINA PUBLIC SERVICE COMMISSION**

Petition of)	
)	
ADELPHIA BUSINESS SOLUTIONS,)	Docket No. _____
OF SOUTH CAROLINA, INC.)	
For Arbitration with BellSouth)	
Telecommunications, Inc.)	
Pursuant to Section 252(b))	
of the Communications Act of 1934, as)	
amended by the Telecommunications Act)	
of 1996)	

**PETITION OF ADELPHIA BUSINESS SOLUTIONS
OF SOUTH CAROLINA INC. FOR ARBITRATION**

EXHIBIT B

**AGREEMENT
BETWEEN
BELLSOUTH TELECOMMUNICATIONS INC.**

AND

ADELPHIA BUSINESS SOLUTIONS OF SOUTH CAROLINA, INC.

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AGREEMENT

THIS AGREEMENT is made by and between BellSouth Telecommunications, Inc., (“BellSouth”), a Georgia corporation, and the telecommunications entities set forth below (collectively, “Adelphia”), and shall be deemed effective as of _____. This Agreement may refer to either BellSouth or Adelphia or both as a “Party” or “Parties.”

Adelphia Business Solutions of South Carolina, Inc.

WITNESSETH

WHEREAS, BellSouth is a local exchange telecommunications company authorized to provide telecommunications services in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina; and

WHEREAS, Adelphia is or seeks to become a competitive local exchange telecommunications company (“CLEC”) authorized to provide telecommunications services in the state of South Carolina; and

WHEREAS, the Parties wish to resell BellSouth’s telecommunications services and/or interconnect their facilities, purchase network elements and other services, and exchange traffic pursuant to sections 251 and 252 of the Telecommunications Act of 1996 (“the Act”).

NOW THEREFORE, in consideration of the mutual agreements contained herein, BellSouth and Adelphia agree as follows:

1. Purpose

The resale, access and interconnection obligations contained herein are intended to be performed in accordance with Sections 251 and 252 of the Act, and designed to enable Adelphia to provide competing telephone exchange and exchange access service to subscribers within the territory of BellSouth.

2. Term of the Agreement

2.1 The term of this Agreement shall be three years, beginning on the date of execution by both Parties, and shall apply to the state of South Carolina. Upon mutual written agreement of the Parties, this Agreement may be renewed for such additional period of time as the Parties may agree.

2.2 The Parties agree that if either Party provides notice of intent to renegotiate no later than one hundred and eighty (180) days prior, and no sooner than two hundred and seventy (270) days prior, to the expiration of this Agreement, they shall negotiate as soon as practicable with regard to the terms, conditions and prices of resale and/or local interconnection to be effective beginning on the

expiration date of this Agreement (“Subsequent Agreement”). If as of the expiration of this Agreement a Subsequent Agreement has not been executed by both of the Parties, this Agreement shall continue on a month-to-month basis until a Subsequent Agreement is negotiated or arbitrated. The Parties’ rights and obligations with respect to this Agreement after expiration shall be as set forth in Section 2.4 below.

2.3 If, within one hundred and thirty-five (135) to one hundred and sixty (160) days of commencing the negotiation referred to in Section 2.2 above, the Parties are unable to satisfactorily negotiate new resale and/or local interconnection terms, conditions and prices, either Party may petition the Commission to establish appropriate local interconnection and/or resale arrangements pursuant to 47 U.S.C. 252. The Parties agree that, in such event, they shall encourage the Commission to issue its order regarding the appropriate local interconnection and/or resale arrangements no later than the expiration date of this Agreement. The Parties further agree that in the event the Commission does not issue its order prior to the expiration date of this Agreement, or if the Parties continue beyond the expiration date of this Agreement to negotiate the local interconnection and/or resale arrangements without Commission intervention, the terms, conditions and prices ultimately ordered by the Commission, or negotiated by the Parties, will be effective retroactive to the day following the expiration date of this Agreement.

2.4 In the event that as of the date of expiration of this Agreement and conversion of this Agreement to a month-to-month term, the Parties have not entered into a Subsequent Agreement and (i) the Parties are not involved in active good faith negotiations or mediation for a Subsequent Agreement and (ii) no arbitration proceeding has been filed in accordance with Section 2.3 above, then either Party may terminate this Agreement upon sixty (60) days written notice to the other Party. In the event that BellSouth terminates this Agreement as provided above, BellSouth shall continue to offer services to Adelphia pursuant to the terms, conditions and rates set forth in BellSouth's Statement of Generally Available Terms (SGAT) to the extent an SGAT has been approved by the applicable Commission(s). If any state Commission has not approved a BellSouth SGAT, then upon BellSouth's termination of this Agreement as provided herein, BellSouth will continue to provide services to Adelphia pursuant to BellSouth's then current standard interconnection agreement. In the event that the SGAT or BellSouth's standard interconnection agreement becomes effective as between the Parties, the Parties may continue to negotiate a Subsequent Agreement, and the terms of such Subsequent Agreement shall be effective retroactive to the day following expiration of this Agreement.

3. Ordering Procedures

3.1 The Parties agree to adhere to the BellSouth Local Interconnection and Facility Based Ordering Guide, Products and Services Interval Guide, Resale Ordering

Guide, Work Center Operational Understanding Agreement, and such other BellSouth Guides referenced herein (together, “Guides”) as appropriate for the services ordered.

- 3.2 Adelphia shall pay charges for Operational Support Systems (OSS) as set forth in this Agreement in Attachment 1 and/or in Attachment 2, 3, 5 and 7 as applicable.

4. **Parity**

When Adelphia purchases, pursuant to Attachment 1 of this Agreement, telecommunications services from BellSouth for the purposes of resale to end users, BellSouth shall provide said services so that the services are equal in quality, subject to the same conditions, and provided within the same provisioning time intervals that BellSouth provides to its affiliates, subsidiaries, end users or any other third-party carrier. To the extent technically feasible, the quality of a Network Element, as well as the quality of the access to such Network Element provided by BellSouth to Adelphia shall be at least equal in quality to that which BellSouth provides to itself. The quality of the interconnection between the networks of BellSouth and the network of Adelphia shall be at a level that is equal to that which BellSouth provides itself, a subsidiary, an Affiliate, or any other party. The interconnection facilities shall be designed to meet the same technical criteria and service standards that are used within BellSouth’s network and shall extend to a consideration of service quality as perceived by end users and service quality as perceived by Adelphia.

5. **White Pages Listings**

BellSouth shall provide Adelphia and their customers access to white pages directory listings under the following terms:

- 5.1 Listings. Adelphia shall provide all new, changed and deleted listings on a timely basis and BellSouth or its agent will include Adelphia residential and business customer listings in the appropriate White Pages (residential and business) or alphabetical directories. Directory listings will make no distinction between Adelphia and BellSouth subscribers. BellSouth shall use commercially reasonable efforts at parity to ensure the accurate listing of Adelphia customers.
- 5.2 Rates. Subscriber primary listing information in the White Pages shall be provided at no charge to Adelphia or its subscribers and Adelphia will provide subscriber listing information to BellSouth at no charge; provided however, that orders regarding directory listings submitted separately from service orders will incur charges as stated in BellSouth’s General Subscriber Services Tariff A.4.
- 5.3 Procedures for Submitting Adelphia Subscriber Listing Information are found in BellSouth’s Ordering Guide for manually processed listings and in the Local Exchange Ordering Guide for mechanically submitted listings.

- 5.3.1 Notwithstanding any provision(s) to the contrary, Adelphia agrees to provide to BellSouth, and BellSouth agrees to accept, Adelphia's Subscriber Listing Information (SLI) relating to Adelphia's customers in the geographic area(s) covered by this Interconnection Agreement. Adelphia authorizes BellSouth to release all such Adelphia SLI provided to BellSouth by Adelphia to qualifying third parties via either license agreement or BellSouth's Directory Publishers Database Service (DPDS), General Subscriber Services Tariff, Section A38.2, as the same may be amended from time to time. Such CLEC SLI shall be intermingled with BellSouth's own customer listings of any other CLEC that has authorized a similar release of SLI. Where necessary, BellSouth will use good faith efforts to obtain state commission approval of any necessary modifications to Section A38.2 of its tariff to provide for release of third party directory listings, including modifications regarding listings to be released pursuant to such tariff and BellSouth's liability thereunder. BellSouth's obligation pursuant to this Section shall not arise in any particular state until the commission of such state has approved modifications to such tariff.
- 5.3.2 No compensation shall be paid to Adelphia for BellSouth's receipt of Adelphia SLI, or for the subsequent release to third parties of such SLI. Adelphia agrees that, to the extent BellSouth incurs costs to modify its systems to enable the release of Adelphia's SLI, or costs on an ongoing basis to administer the release of Adelphia SLI, Adelphia shall pay to BellSouth its proportionate share of the reasonable costs associated therewith. Before BellSouth incurs any costs under this Section, it shall inform Adelphia of its good faith estimate of Adelphia's share of such costs, and Adelphia shall have the option of agreeing in writing to the costs, or of discontinuing BellSouth's release of Adelphia's SLI.
- 5.3.3 BellSouth shall not be liable for the content or accuracy of any SLI provided by Adelphia under this Agreement. Adelphia shall indemnify, hold harmless and defend BellSouth from and against any damages, losses, liabilities, demands claims, suits, judgments, costs and expenses (including but not limited to reasonable attorneys' fees and expenses) arising from BellSouth's tariff obligations or otherwise and resulting from or arising out of any third party's claim of inaccurate Adelphia listings or use of the SLI provided pursuant to this Agreement. BellSouth shall forward to Adelphia any complaints received by BellSouth relating to the accuracy or quality of Adelphia listings.
- 5.3.4 Listings and subsequent updates will be released consistent with BellSouth system changes and/or update scheduling requirements.
- 5.3.5 If at any time during the term of this Agreement Adelphia elects to discontinue BellSouth's release of Adelphia SLI to third parties, Adelphia shall provide BellSouth 60 days prior written notice of such election and the Parties shall amend this agreement to effect such election.

- 5.4 Unlisted/Non-Published Subscribers. Adelphia will be required to provide to BellSouth the names, addresses and telephone numbers of all Adelphia customers that wish to be omitted from directories.
- 5.5 Inclusion of Adelphia Customers in Directory Assistance Database. BellSouth will include and maintain Adelphia subscriber listings in BellSouth's Directory Assistance databases at no recurring charge and Adelphia shall provide such Directory Assistance listings at no recurring charge. BellSouth and Adelphia will formulate appropriate procedures regarding lead-time, timeliness, format, content, and correction of listing information.
- 5.6 Listing Information Confidentiality. BellSouth will accord Adelphia's SLI the same level of confidentiality that BellSouth accords its own SLI, and BellSouth shall limit access to Adelphia's SLI to those BellSouth employees who are involved in the preparation of listings.
- 5.7 Optional Listings. Additional listings and optional listings will be offered by BellSouth at tariffed rates as set forth in the General Subscriber Services Tariff.
- 5.8 Delivery. BellSouth or its agent shall deliver White Pages directories to Adelphia subscribers at no charge and in the same manner, time and quantity as it provides its own customers.
6. **Bona Fide Request/New Business Request Process for Further Unbundling**
- 6.1 BellSouth shall, upon request of Adelphia, provide to Adelphia access to its network elements at any technically feasible point for the provision of Adelphia's telecommunications service in accordance with applicable law and Commission and FCC rules and orders. Any request by Adelphia for access to a network element, interconnection option, or for the provisioning of any service or product that is not already available shall be treated as a Bona Fide Request/New Business Request, and shall be submitted to BellSouth pursuant to the Bona Fide Request/New Business Request process set forth in Attachment 12.
7. **Court Ordered Requests for Call Detail Records and Other Subscriber Information**
- To the extent technically feasible, where BellSouth provides resale or local switching to Adelphia, BellSouth maintains call detail records for Adelphia end users for limited time periods and can respond to subpoenas and court ordered requests for this information. BellSouth shall maintain such information for Adelphia end users for the same length of time it maintains such information for its own end users.
- 7.1 BellSouth will respond to subpoenas and court ordered requests delivered directly to BellSouth for the purpose of providing call detail records when the targeted

telephone numbers belong to Adelphia end users and where BellSouth maintains call detail records responsive to the law enforcement agency subpoena or court ordered request. Billing for such requests will be generated by BellSouth and directed to the law enforcement agency initiating the request. If BellSouth does not maintain the call detail records, BellSouth will direct the law enforcement agency initiating the request to Adelphia.

7.2 Adelphia agrees that in cases where Adelphia receives subpoenas or court ordered requests for call detail records for targeted telephone numbers belonging to Adelphia end users, if Adelphia does not maintain the call detail records responsive to such requests, Adelphia will advise the law enforcement agency initiating the request to redirect the subpoena or court ordered request to BellSouth. Billing for call detail information will be generated by BellSouth and directed to the law enforcement agency initiating the request.

7.3 Adelphia will provide Adelphia end user and/or other customer information that is available to Adelphia in response to subpoenas and court orders for their own customer records. BellSouth will redirect subpoenas and court ordered requests for Adelphia end user and/or other customer information to Adelphia for the purpose of providing this information to the law enforcement agency.

8. **Liability and Indemnification**

8.1 BellSouth shall take financial responsibility for its own actions in causing, or its lack of action in preventing, unbillable or uncollectible Adelphia revenues. Adelphia shall take financial responsibility for its own actions in causing, or its lack of action in preventing, unbillable or uncollectible BellSouth revenues.

8.2 In the event that Adelphia consists of two (2) or more separate entities as set forth in the preamble to this Agreement, all such entities shall be jointly and severally liable for the obligations of Adelphia under this Agreement.

8.3 Liability for Acts or Omissions of Third Parties. Neither BellSouth nor Adelphia shall be liable for any act or omission of another telecommunications company providing a portion of the services provided under this Agreement.

8.4 Limitation of Liability.

8.4.1 Except in the event of the gross negligence or willful misconduct of the Party seeking to rely on the limitation of liability in this Section, each Party's liability to the other for any loss, cost, claim, injury or liability or expense, including reasonable attorneys' fees, relating to or arising out of any negligent act or omission in its performance of this Agreement, whether in contract or in tort, shall be limited to a credit for the actual cost of the services or functions not performed or performed improperly. To the extent that any other specific provision or

provisions of this Agreement include a limitation of liability that is inconsistent with this Section, the limitation of liability associated with such specific provision or provisions shall apply, rather than this Section, in the event of any claim arising under the specific provision or provisions. In addition, this limitation of liability shall not apply to a Party's indemnification obligations under this Agreement.

- 8.4.2 Limitations in Tariffs and Contracts. A Party may, in its sole discretion, provide in its tariffs and contracts with its Customer and third parties that relate to any service, product or function provided or contemplated under this Agreement, that to the maximum extent permitted by Applicable Law, such Party shall not be liable to Customer or third Party for (i) any Loss relating to or arising out of this Agreement, whether in contract, tort or otherwise, that exceeds the amount such Party would have charged that applicable person for the service, product or function that gave rise to such Loss and (ii) Consequential Damages. To the extent that a Party elects not to place in its tariffs or contracts such limitations of liability, and the other Party incurs a Loss as a result thereof, such Party shall indemnify and reimburse the other Party for that portion of the Loss that would have been limited had the first Party included in its tariffs and contracts the limitations of liability that such other Party included in its own tariffs at the time of such Loss. Any such tariff term or condition shall not modify the obligations of the Parties to each other under this Agreement and in the event of a conflict, this Agreement shall control.
- 8.4.3 Neither BellSouth nor Adelphia shall be liable for damages to the other's terminal location, POI or other Party's customers' premises resulting from the furnishing of a service, including, but not limited to, the installation and removal of equipment or associated wiring, except to the extent caused by a Party's negligence or willful misconduct or by a Party's failure to properly ground a local loop after disconnection.
- 8.4.4 Except in the case of willful misconduct or gross negligence, a Party shall not be responsible or liable for indirect, incidental, or consequential damages, including, but not limited to, economic loss or lost business or profits, damages arising from the use or performance of equipment or software, or the loss of use of software or equipment, or accessories attached thereto, delay, error, or loss of data. In connection with this limitation of liability, each Party recognizes that the other Party may, from time to time, provide advice, make recommendations, or supply other analyses related to the Services, or facilities described in this Agreement, and, while each Party shall use diligent efforts in this regard, the Parties acknowledge and agree that this limitation of liability shall apply to provision of such advice, recommendations, and analyses.
- 8.5 Indemnification for Certain Claims. The Party providing services hereunder, its affiliates and its parent company, shall be indemnified, defended and held harmless by the Party receiving services hereunder against any claim, loss or damage arising from the receiving Party's use of the services provided under this

Agreement pertaining to claims for libel, slander or invasion of privacy arising from the content of the receiving Party's own communications.

- 8.6 Nothing in this Agreement shall be construed to require indemnification in excess of that permitted by law and, to the extent any part of this Agreement is found to be invalid or unenforceable, the Parties agree that the obligation to indemnify under this Agreement shall be enforced to the fullest extent permitted in the relevant jurisdiction, excluding only such claims as are prohibited therein.

- 8.7 Disclaimer. EXCEPT AS SPECIFICALLY PROVIDED TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES TO THE OTHER PARTY CONCERNING THE SPECIFIC QUALITY OF ANY SERVICES, OR FACILITIES PROVIDED UNDER THIS AGREEMENT. THE PARTIES DISCLAIM, WITHOUT LIMITATION, ANY WARRANTY OR GUARANTEE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR FROM USAGES OF TRADE.

9. **Intellectual Property Rights and Indemnification**

- 9.1 No License. No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise transferred by this Agreement. Adelphia is strictly prohibited from any use, including but not limited to in sales, in marketing or advertising of telecommunications services, of any BellSouth name, service mark or trademark. BellSouth is strictly prohibited from any use, including but not limited to in sales, in marketing or advertising of telecommunications services, of any Adelphia name, service mark or trade mark.

- 9.2 Ownership of Intellectual Property. Any intellectual property which originates from or is developed by a Party shall remain in the exclusive ownership of that Party. Except for a limited license to use patents or copyrights to the extent necessary for the Parties to use any facilities or equipment (including software) or to receive any service solely as provided under this Agreement, no license in patent, copyright, trademark or trade secret, or other proprietary or intellectual property right now or hereafter owned, controlled or licensable by a Party, is granted to the other Party or shall be implied or arise by estoppel. It is the responsibility of each Party to ensure at no additional cost to the other Party that it has obtained any necessary licenses in relation to intellectual property of third Parties used in its network that may be required to enable the other Party to use any facilities or equipment (including software), to receive any service, or to perform its respective obligations under this Agreement.

- 9.3 Indemnification. The Party providing a service pursuant to this Agreement will defend the Party receiving such service or data provided as a result of such service against claims of infringement arising solely from the use by the receiving Party

of such service and will indemnify the receiving Party for any damages awarded based solely on such claims in accordance with Section 8 of this Agreement.

- 9.4 Claim of Infringement. In the event that use of any facilities or equipment (including software), becomes, or in reasonable judgment of the Party who owns the affected network is likely to become, the subject of a claim, action, suit, or proceeding based on intellectual property infringement, then said Party shall promptly and at its sole expense, but subject to the limitations of liability set forth below:
- 9.4.1 modify or replace the applicable facilities or equipment (including software) while maintaining form and function, or
- 9.4.2 obtain a license sufficient to allow such use to continue.
- 9.4.3 In the event 9.4.1 or 9.4.2 are commercially unreasonable, then said Party may, terminate, upon reasonable notice, this contract with respect to use of, or services provided through use of, the affected facilities or equipment (including software), but solely to the extent required to avoid the infringement claim.
- 9.5 Exception to Obligations. Neither Party's obligations under this Section shall apply to the extent the infringement is caused by: (i) modification of the facilities or equipment (including software) by the indemnitee; (ii) use by the indemnitee of the facilities or equipment (including software) in combination with equipment or facilities (including software) not provided or authorized by the indemnitor provided the facilities or equipment (including software) would not be infringing if used alone; (iii) conformance to specifications of the indemnitee which would necessarily result in infringement; or (iv) continued use by the indemnitee of the affected facilities or equipment (including software) after being placed on notice to discontinue use as set forth herein.
- 9.6 Exclusive Remedy. The foregoing shall constitute the Parties' sole and exclusive remedies and obligations with respect to a third party claim of intellectual property infringement arising out of the conduct of business under this Agreement.
- 10. Proprietary and Confidential Information**
- 10.1 Proprietary and Confidential Information: Defined. It may be necessary for BellSouth and Adelphia, each as the "Discloser," to provide to the other party, as "Recipient," certain proprietary and confidential information(including trade secret information) including but not limited to technical, financial, marketing, staffing and business plans and information, strategic information, , proposals, request for proposals, specifications, drawings, prices, costs, procedures, processes, business systems, software programs, techniques, customer account

data, call detail records and like information (collectively the Discloser's "Information"). All Information shall be provided to Recipient in written or other tangible or electronic form, clearly marked with a confidential and, proprietary notice. Information orally or visually provided to Recipient must be designated by Discloser as confidential and proprietary at the time of such disclosure and must be reduced to writing marked with a confidential and proprietary notice and provided to Recipient within thirty (30) calendar days after such oral or visual disclosure.

- 10.2 Use and Protection of Information. Recipient shall use the Information solely for the purpose(s) of performing this Agreement, and Recipient shall protect Information from any use, distribution or disclosure except as permitted hereunder. Recipient will use the same standard of care to protect Information as Recipient uses to protect its own similar confidential and proprietary information, but not less than a reasonable standard of care. Recipient may disclose Information solely to the Authorized Representatives of the Recipient who (a) have a substantive need to know such Information in connection with performance of the Agreement; (b) have been advised of the confidential and proprietary nature of the Information; and (c) have personally agreed in writing to protect from unauthorized disclosure all confidential and proprietary information, of whatever source, to which they have access in the course of their employment. "Authorized Representatives" are the officers, directors and employees of Recipient and its Affiliates, as well as Recipient's and its Affiliates' consultants, contractors, counsel and agents. "Affiliates" means any company that is owned in whole or in part, now or in the future, directly or indirectly through a subsidiary, by a party hereto.
- 10.3 Ownership, Copying & Return of Information. Information remains at all times the property of Discloser. Recipient may make tangible or electronic copies, notes, summaries or extracts of Information only as necessary for use as authorized herein. All such tangible or electronic copies, notes, summaries or extracts must be marked with the same confidential and proprietary notice as appears on the original. Upon Discloser's request, all or any requested portion of the Information (including, but not limited to, tangible and electronic copies, notes, summaries or extracts of any information) will be promptly returned to Discloser or destroyed, and Recipient will provide Discloser with written certification stating that such Information has been returned or destroyed.
- 10.4 Exceptions. Discloser's Information does not include: (a) any information publicly disclosed by Discloser; (b) any information Discloser in writing authorizes Recipient to disclose without restriction; (c) any information already lawfully known to Recipient at the time it is disclosed by the Discloser, without an obligation to keep confidential; or (d) any information Recipient lawfully obtains from any source other than Discloser, provided that such source lawfully disclosed and/or independently developed such information. If Recipient is required to provide Information to any court or government agency pursuant to

written court order, subpoena, regulation or process of law, Recipient must first provided Discloser with prompt written notice of such requirement and cooperate with Discloser to appropriately protect against or limit the scope of such disclosure. To the fullest extent permitted by law, Recipient will continue to protect as confidential and proprietary all Information disclosed in response to a written court order, subpoena, regulation or process of law.

- 10.5 Equitable Relief. Recipient acknowledges and agrees that any breach or threatened breach of this Agreement is likely to cause Discloser irreparable harm for which money damages may not be an appropriate or sufficient remedy. Recipient therefore agrees that Discloser or its Affiliates, as the case may be, are entitled to receive injunctive or other equitable relief to remedy or prevent any breach or threatened breach of this Agreement. Such remedy is not the exclusive remedy for any breach or threatened breach of this Agreement, but is in addition to all other rights and remedies available at law or in equity.

- 10.6 Survival of Confidentiality Obligations. The parties' rights and obligations under this Section 10 shall survive and continue in effect until two (2) years after the expiration or termination date of this Agreement with regard to all Information exchanged during the term of this Agreement. Thereafter, the parties' rights and obligations hereunder survive and continue in effect with respect to any Information that is a trade secret under applicable law.

11. **Assignments**

- 11.1 Any assignment by either Party to any non-affiliated entity of any right, obligation or duty, or of any other interest hereunder, in whole or in part, without the prior written consent of the other Party shall be void. A Party may assign this Agreement or any right, obligation, duty or other interest hereunder to an Affiliate company of the Party without the consent of the other Party. All obligations and duties of any Party under this Agreement shall be binding on all successors in interest and assigns of such Party. No assignment or delegation hereof shall relieve the assignor of its obligations under this Agreement in the event that the assignee fails to perform such obligations.

12. **Resolution of Disputes**

- 12.1 Each Party agrees to notify the other Party in writing of a dispute concerning this Agreement.
- 12.2 Procedures for resolution of billing disputes are set forth in Section 3 of Attachment 7 of this Agreement.
- 12.3 Procedures for resolution of all disputes other than billing disputes are set forth below.

- 12.3.1 If the Parties are unable to resolve the issues relating to the dispute in the normal course of business within 60 days after delivery of notice of the dispute, each of the Parties shall appoint a designated representative who has authority to settle the dispute and who is at a higher level of management than the persons with direct responsibility for administration of this Agreement. The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the dispute and negotiate in good faith in an effort to resolve such dispute.
- 12.3.2 If the Parties are unable to resolve issues related to the dispute within thirty (30) days after the Parties' appointment of designated representatives pursuant to Section 12.3.1, then either Party may file a complaint with the Commission to resolve such issues or proceed with any other remedy pursuant to law or equity.
- 12.3.3 Nothing in this Section shall be construed to preclude or limit either Party from seeking immediate injunctive relief from a court or agency with competent jurisdiction to the extent it deems necessary. Each Party reserves any rights it may have to seek judicial review of any ruling by the Commission concerning this Agreement.
13. **Taxes**
- 13.1 Definition. For purposes of this Section, the terms "taxes" and "fees" shall include but not limited to federal, state or local sales, use, excise, gross receipts or other taxes or tax-like fees of whatever nature and however designated (including tariff surcharges and any fees, charges or other payments, contractual or otherwise, for the use of public streets or rights of way, whether designated as franchise fees or otherwise) imposed, or sought to be imposed, on or with respect to the services furnished hereunder or measured by the charges or payments therefore, excluding any taxes levied on income, real, or personal property.
- 13.2 Taxes and Fees Imposed Directly On Either Providing Party or Purchasing Party.
- 13.2.1 Taxes and fees imposed on the providing Party, which are not permitted or required to be passed on by the providing Party to its customer, shall be borne and paid by the providing Party.
- 13.2.2 Taxes and fees imposed on the purchasing Party, which are not required to be collected and/or remitted by the providing Party, shall be borne and paid by the purchasing Party.
- 13.3 Taxes and Fees Imposed on Purchasing Party But Collected And Remitted By Providing Party.
- 13.3.1 Taxes and fees imposed on the purchasing Party shall be borne by the purchasing Party, even if the obligation to collect and/or remit such taxes or fees is placed on the providing Party.

- 13.3.2 To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties. Each Party will use its best efforts to ensure that any such taxes or fees are billed or presented in a timely manner. Notwithstanding the foregoing, the purchasing Party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed.
- 13.3.3 If the purchasing Party determines that in its opinion any such taxes or fees are not payable, the providing Party shall not bill such taxes or fees to the purchasing Party if the purchasing Party provides written certification, reasonably satisfactory to the providing Party, stating that it is exempt or otherwise not subject to the tax or fee, setting forth the basis therefor, and satisfying any other requirements under applicable law. If any authority seeks to collect any such tax or fee that the purchasing Party has determined and certified not to be payable, or any such tax or fee that was not billed by the providing Party, the purchasing Party may contest the same in good faith, at its own expense. In any such contest, the purchasing Party shall promptly furnish the providing Party with copies of all filings in any proceeding, protest, or legal challenge, all rulings issued in connection therewith, and all correspondence between the purchasing Party and the taxing authority.
- 13.3.4 In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.
- 13.3.5 If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.
- 13.3.6 Notwithstanding any provision to the contrary, the purchasing Party shall protect, indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.
- 13.3.7 Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.

- 13.4 Taxes and Fees Imposed on Providing Party But Passed On To Purchasing Party.
- 13.4.1 Taxes and fees imposed on the providing Party, which are permitted or required to be passed on by the providing Party to its customer, shall be borne by the purchasing Party.
- 13.4.2 To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties. Each Party will use its best efforts to ensure that any such taxes or fees are billed or presented in a timely manner. Notwithstanding the foregoing, the purchasing Party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed.
- 13.4.3 If the purchasing Party disagrees with the providing Party's determination as to the application or basis for any such tax or fee, the Parties shall consult with respect to the imposition and billing of such tax or fee. If, after consultation in accordance with the preceding sentence, the purchasing Party does not agree with the providing Party's final determination as to the application or basis of a particular tax or fee, and if the providing Party, after receipt of a written request by the purchasing Party to contest the imposition of such tax or fee with the imposing authority, fails or refuses to pursue such contest or to allow such contest by the purchasing Party, the purchasing Party may utilize the dispute resolution process outlined in this Agreement and Attachment 1. Utilization of the dispute resolution process shall not relieve the purchasing Party from liability for any tax or fee billed by the providing Party pursuant to this subsection during the pendency of such dispute resolution proceeding. In the event that the purchasing Party prevails in such dispute resolution proceeding, it shall be entitled to a refund in accordance with the final decision therein. Notwithstanding the foregoing, if at any time prior to a final decision in such dispute resolution proceeding the providing Party initiates a contest with the imposing authority with respect to any of the issues involved in such dispute resolution proceeding, the dispute resolution proceeding shall be dismissed as to such common issues and the final decision rendered in the contest with the imposing authority shall control as to such issues.
- 13.4.4 In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.
- 13.4.5 If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.

13.4.6 Notwithstanding any provision to the contrary, the purchasing Party shall protect indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other reasonable charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.

13.4.7 Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.

13.5 Mutual Cooperation. In any contest of a tax or fee by one Party, the other Party shall cooperate fully by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest. Further, the other Party shall be reimbursed for any reasonable and necessary out-of-pocket copying and travel expenses incurred in assisting in such contest.

14. **Force Majeure**

In the event performance of this Agreement, or any obligation hereunder, is either directly or indirectly prevented, restricted, or interfered with by reason of fire, flood, earthquake or like acts of God, wars, revolution, civil commotion, explosion, acts of public enemy, embargo, acts of the government in its sovereign capacity, strikes, boycotts, or any other circumstances beyond the reasonable control and without the fault or negligence of the Party affected, the Party affected, upon giving prompt notice to the other Party, shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction, or interference (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis until the delay, restriction or interference has ceased); provided however, that the Party so affected shall use diligent efforts to avoid or remove such causes of non-performance and both Parties shall proceed whenever such causes are removed or cease. Each Party agrees to treat the other Party in parity with the manner in which it treats itself and any other entities with regard to a Force Majeure event.

15 **Modification of Agreement**

15.1 Upon written request, BellSouth shall make available, pursuant to 47 USC § 252 and the FCC rules and regulations regarding such availability, to Adelphia any interconnection, service, or network element provided under any other agreement filed and approved pursuant to 47 USC § 252. The adopted interconnection, service, or network element and agreement shall apply to the same states as such other agreement and for the identical term of such other agreement. The Parties

shall adopt all rates, terms and conditions that are legitimately related to the individual interconnection, service, or network element being adopted.

- 15.2 If either Party changes its name or makes changes to its company structure or identity due to a merger, acquisition, transfer or any other reason, it is the responsibility of that Party to notify the other Party of said change and request that an amendment to this Agreement, if necessary, be executed to reflect said change.
- 15.3 No modification, amendment, supplement to, or waiver of the Agreement or any of its provisions shall be effective and binding upon the Parties unless it is made in writing and duly signed by the Parties.
- 15.4 Execution of this Agreement by either Party does not confirm or imply that the executing Party agrees with any decision(s) issued pursuant to the Telecommunications Act of 1996 and the consequences of those decisions on specific language in this Agreement. Neither Party waives its rights to appeal or otherwise challenge any such decision(s) and each Party reserves all of its rights to pursue any and all legal and/or equitable remedies, including appeals of any such decision(s).
- 15.5 In the event that any effective legislative, regulatory, judicial or other legal action materially affects any material terms of this Agreement, or the ability of Adelphia or BellSouth to perform any material terms of this Agreement, Adelphia or BellSouth may, on thirty (30) days' written notice require that such terms be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new terms as may be required. In the event that such new terms are not renegotiated within ninety (90) days after such notice, the Dispute shall be referred to the Dispute Resolution procedure set forth in Section 12.
- 15.6 If any provision of this Agreement, or the application of such provision to either Party or circumstance, shall be held invalid, the remainder of the Agreement, or the application of any such provision to the Parties or circumstances other than those to which it is held invalid, shall not be affected thereby, provided that the Parties shall attempt to reformulate such invalid provision to give effect to such portions thereof as may be valid without defeating the intent of such provision.

16. **Waivers**

A failure or delay of either Party to enforce any of the provisions hereof, to exercise any option which is herein provided, or to require performance of any of the provisions hereof shall in no way be construed to be a waiver of such provisions or options, and each Party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.

17. **Governing Law**

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State in which the services described herein have been provided or in which the dispute arose.

18. **Arm's Length Negotiations**

This Agreement was executed after arm's length negotiations between the undersigned Parties and reflects the conclusion of the undersigned that this Agreement is in the best interests of all Parties.

19. **Notices**

- 19.1 Every notice, consent, approval, or other communications required or contemplated by this Agreement shall be in writing and shall be delivered in person or given by postage prepaid mail, addressed to:

BellSouth Telecommunications, Inc.

CLEC Account Team
9th Floor
600 North 19th Street
Birmingham, Alabama 35203

and

General Attorney - COU
Suite 4300
675 W. Peachtree St.
Atlanta, GA 30375

Adelphia Business Solutions

John Glicksman
One North Main Street
Coudersport, PA 16915

Manager of Legal and Regulatory Affairs
121 Champion Way
Fourth Floor
Canonsburg, PA 15317

and

Tamar E. Finn
Swidler Berlin Shereff Friedman
3000 K Street, N.W.
Suite 300
Washington, DC 20007

or at such other address as the intended recipient previously shall have designated by written notice to the other Party.

- 19.2 Where specifically required, notices shall be by certified or registered mail. Unless otherwise provided in this Agreement, notice by mail shall be effective on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery, it shall be presumed to have been delivered the fifth day, or next business day after the fifth day, after it was deposited in the mails.
- 19.3 BellSouth shall provide Adelphia notice via Internet posting of retail price changes and of changes to the terms and conditions of retail services available for resale.
20. **Rule of Construction**
- 20.1.1 No rule of construction requiring interpretation against the drafting Party hereof shall apply in the interpretation of this Agreement.
21. **Headings of No Force or Effect**
- The headings of Articles and Sections of this Agreement are for convenience of reference only, and shall in no way define, modify or restrict the meaning or interpretation of the terms or provisions of this Agreement.
22. **Multiple Counterparts**

This Agreement may be executed multiple counterparts, each of which shall be deemed an original, but all of which shall together constitute but one and the same document.

23. Implementation of Agreement

Where the Parties have not already established a prior course of dealing, within 60 days of the execution of this Agreement, the Parties will adopt a schedule for the implementation of the Agreement. The schedule shall state with specificity time frames for submission of including but not limited to, network design, interconnection points, collocation arrangement requests, pre-sales testing and full operational time frames for interconnection of the Parties' networks. The implementation template in Attachment 10 of this Agreement may be used by the Parties during the implementation process.

24. Interference or Impairment.

24.1 Notwithstanding any other provisions of this Attachment, neither Party shall use any product or service provided under this Agreement, any other service related thereto or used in combination therewith, or place or use any equipment or facilities in any manner that: 1) significantly degrades, interferes with or impairs service provided by the other Party or by any other entity or any person's use of its telecommunications service; 2) endangers or damages the equipment, facilities or other property of the other Party or of any other entity or person; 3) compromises the privacy of any communications; or 4) creates an unreasonable risk of injury or death to any individual or to the public. If either Party reasonably determines that any equipment or facilities of the other Party violates the provisions of this paragraph, the complaining Party shall give written notice to the violating Party, which notice shall direct the violating Party to cure the violation within forty-eight (48) hours of receipt of such written notice or, at a minimum, to commence curative measures within 24 hours and to exercise reasonable diligence to complete such measures as soon as possible thereafter. Upon the violating Party's receipt of the notice, the Parties agree to consult immediately and, if necessary, to inspect the arrangement.

24.2 Except in the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services as described in Section 24.3 below, if the violating Party fails to take curative action within 48 hours, or if the violation is of a character which poses an immediate and substantial threat of damage to property, injury or death to any person, or in the event of any other impairment or interference with the complaining Party's service or network or the service or network of any other entity, then the complaining Party may take such reasonable action as it deems appropriate to correct the violation, including without limitation discontinuance of services to the violating Party and/or requesting expedited Commission resolution of the matter; provided, however, that neither Party shall have the right to

interrupt electrical power to the other Party's equipment. The complaining Party will endeavor but is not required, to provide notice to the violating Party prior to taking such action. Upon the violating Party's correction of the interference or impairment, the complaining Party will promptly restore any discontinued services. During such period of suspension or interruption, there will be no compensation or credit allowance by the complaining Party to the violating Party, unless it is shown that the suspension or interruption in service by the complaining Party was unreasonable or unwarranted. The complaining Party shall not be liable to the violating Party for any damages arising from action taken under this Section 24, except to the extent that such action by the complaining Party constitutes gross negligence or willful misconduct.

- 24.3 For purposes of this Section 24, the term "significantly degrade" shall mean an action that noticeably impairs a service from a user's perspective. Notwithstanding anything to the contrary in Section 24.2 above, in the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services and where the violating Party fails to take curative action within 48 hours, the complaining Party will establish before the relevant state commission that the technology deployment is causing the significant degradation. Any claims of network harm presented to the violating Party or, if subsequently necessary, the relevant state Commission, must be supported with specific and verifiable information. Where the complaining Party demonstrates that a deployed technology is significantly degrading the performance of other advanced services or traditional voice band services, the violating Party shall discontinue deployment of that technology and migrate its customers to technologies that will not significantly degrade the performance of other such services. Where the only degraded service itself is a known disturber, and the newly deployed technology satisfies at least one of the criteria for a presumption that is acceptable for deployment under section 47 C.F.R. 51.230, the degraded service shall not prevail against the newly-deployed technology.

25. Filing of Agreement

- 25.1 Upon execution of this Agreement it shall be filed with the appropriate state regulatory agency pursuant to the requirements of Section 252 of the Act. If the regulatory agency imposes any filing or public interest notice fees regarding the filing or approval of the Agreement, Adelphia shall be responsible for publishing the required notice and the publication and/or notice costs shall be split equally between BellSouth and Adelphia.

26. Guides

This Agreement contains reference to numerous Guides maintained by BellSouth, including, but not limited to, the BellSouth Local Interconnection and Facility Based Ordering Guide, BellSouth Resale Ordering Guide, BellSouth Products and

Services Interval Guide, and the BellSouth Facility Based CLEC Activation Requirements Customer Guide (together, "Guides"). Where this Agreement references any BellSouth Guides, the Parties agree to adhere to such Guides, provided that these Guides do not affect the substantive rights and obligations of the Parties under this Agreement. In the event of a conflict between this Agreement and any Guides, this Agreement controls.

27. **Entire Agreement**

This Agreement and its Attachments, incorporated herein by this reference, sets forth the entire understanding and supersedes prior Agreements between the Parties relating to the subject matter contained herein and merges all prior discussions between them, and neither Party shall be bound by any definition, condition, provision, representation, warranty, covenant or promise other than as expressly stated in this Agreement or as is contemporaneously or subsequently set forth in writing and executed by a duly authorized officer or representative of the Party to be bound thereby.

This Agreement may include attachments with provisions for the following services:

Network Elements and Other Services
Local Interconnection
Resale
Collocation

If Adelphia has not already done so, Adelphia shall elect the following services by written request to its Account Manager.

The terms and conditions governing these services are set forth in Attachments 1 & 2.

Optional Daily Usage File (ODUF)
Line Information Database (LIDB) Storage
Calling Name (CNAM)
Enhanced Optional Daily Usage File (EODUF)
Access Daily Usage File (ADUF)
Centralized Message Distribution Service (CMDS)

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year above first written.

BellSouth Telecommunications, Inc.

**Adelphia Business Solutions of South
Carolina, Inc.**

Signature

Signature

Jerry D. Hendrix

Name

Name

Sr. Director – Interconnection Services

Title

Title

Date

Date

Definitions

Terms not defined herein shall have the meaning as set forth in the Act.

Affiliate is defined as a person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person. For purposes of this paragraph, the term “own” means to own an equity interest (or equivalent thereof) of more than 10 percent.

Centralized Message Distribution System is the Telcordia (formerly BellCore) administered national system, based in Kansas City, Missouri, used to exchange Exchange Message Interface (EMI) formatted data among host companies.

Commission is defined as the appropriate regulatory agency in each of BellSouth’s nine state region, Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee.

Daily Usage File is the compilation of messages or copies of messages in standard Exchange Message Interface (EMI) format exchanged from BellSouth to a CLEC.

Exchange Message Interface is the nationally administered standard format for the exchange of data among the Exchange Carriers within the telecommunications industry.

Information Service means the offering of a capability for generating, acquiring, storing, transforming, processing, retrieving, utilizing, or making available information via telecommunications, and includes electronic publishing, but does not include any use of any such capability for the management, control, or operation of a telecommunications system or the management of a telecommunications service.

Intercompany Settlements (ICS) is the revenue associated with charges billed by a company other than the company in whose service area such charges were incurred. ICS on a national level includes third number and credit card calls and is administered by Telcordia (formerly BellCore)’s Calling Card and Third Number Settlement System (CATS). Included is traffic that originates in one Regional Bell Operating Company’s (RBOC) territory and bills in another RBOC’s territory.

Local Interconnection is defined as the delivery of local traffic to be terminated on each Party’s local network so that end users of either Party have the ability to reach end users of the other Party without the use of any access code or substantial delay in the processing of the call.

Local Traffic is defined as in Attachment 3.

Message Distribution is routing determination and subsequent delivery of message data from one company to another. Also included is the interface function with CMDS, where appropriate.

Multiple Exchange Carrier Access Billing (“MECAB”) means the document prepared by the Billing Committee of the Ordering and Billing Forum (“OBF”), which functions under the auspices of the Carrier Liaison Committee of the Alliance for Telecommunications Industry Solutions (“ATIS”) and by Telcordia (formerly BellCore) as Special Report SR-BDS-000983, containing the recommended guidelines for the billing of Exchange Service access provided by two or more LECs and/or CLECs or by one LEC in two or more states within a single LATA.

Network Element is defined to mean a facility or equipment used in the provision of a telecommunications service. Such term may include, but is not limited to, features, functions, and capabilities that are provided by means of such facility or equipment, including but not limited to, subscriber numbers, databases, signaling systems, and information sufficient for billing and collection or used in the transmission, routing, or other provision of a telecommunications service. BellSouth offers access to the Network Elements, unbundled loops; network interface device; sub-loop elements; local switching; transport; tandem switching; operator systems; signaling; access to call-related databases; dark fiber as set forth in Attachment 2 of this Agreement.

Non-Intercompany Settlement System (NICS) is the Telcordia (formerly BellCore) system that calculates non-intercompany settlements amounts due from one company to another within the same RBOC region. It includes credit card, third number and collect messages.

Percent of Interstate Usage (PIU) is defined as a factor to be applied to terminating access services minutes of use to obtain those minutes that should be rated as interstate access services minutes of use. The numerator includes all interstate “non-intermediary” minutes of use, including interstate minutes of use that are forwarded due to service provider number portability less any interstate minutes of use for Terminating Party Pays services, such as 800 Services. The denominator includes all “non-intermediary”, local, interstate, intrastate, toll and access minutes of use adjusted for service provider number portability less all minutes attributable to terminating Party pays services.

Percent Local Usage (PLU) is defined as a factor to be applied to intrastate terminating minutes of use. The numerator shall include all “non-intermediary” local minutes of use adjusted for those minutes of use that only apply local due to Service Provider Number Portability. The denominator is the total intrastate minutes of use including local, intrastate toll, and access, adjusted for Service Provider Number Portability less intrastate terminating Party pays minutes of use.

Revenue Accounting Office (RAO) Status Company is a local exchange company/alternate local exchange company that has been assigned a unique RAO code. Message data exchanged among RAO status companies is grouped (i.e. packed) according to From/To/Bill RAO combinations.

Service Control Points (“SCPs”) are databases that store information and have the ability to manipulate data required to offer particular services.

Signal Transfer Points (“STPs”) are signaling message switches that interconnect Signaling Links to route signaling messages between switches and databases. STPs enable the exchange of Signaling System 7 (“SS7”) messages between switching elements, database elements and STPs. STPs provide access to various BellSouth and third party network elements such as local switching and databases.

Signaling links are dedicated transmission paths carrying signaling messages between carrier switches and signaling networks. Signal Link Transport is a set of two or four dedicated 56 kbps transmission paths between Adelphia designated Signaling Points of Interconnection that provide a diverse transmission path and cross connect to a BellSouth Signal Transfer Point.

Telecommunications means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.

Telecommunications Service means the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.

Telecommunications Act of 1996 (“Act”) means Public Law 104-104 of the United States Congress effective February 8, 1996. The Act amended the Communications Act of 1934 (47, U.S.C. Section 1 et. seq.).

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Attachment 1

Resale

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RESALE

1. Discount Rates

The discount rates applied to Adelphia purchases of BellSouth Telecommunications Services for the purpose of resale shall be as set forth in Exhibit A. Such discount shall reflect the costs avoided by BellSouth when selling a service for wholesale purposes.

2. Definition of Terms

- 2.1 COMPETITIVE LOCAL EXCHANGE COMPANY (CLEC) means a telephone company certificated by the public service commissions of BellSouth's franchised area to provide local exchange service within BellSouth's franchised area.
- 2.2 CUSTOMER OF RECORD means the entity responsible for placing application for service; requesting additions, rearrangements, maintenance or discontinuance of service; payment in full of charges incurred such as non-recurring, monthly recurring, toll, directory assistance, etc.
- 2.3 DEPOSIT means assurance provided by a customer in the form of cash, surety bond or bank letter of credit to be held by BellSouth.
- 2.4 END USER means the ultimate user of the Telecommunications Services.
- 2.5 END USER CUSTOMER LOCATION means the physical location of the premises where an end user makes use of the Telecommunications Services.
- 2.6 NEW SERVICES means functions, features or capabilities that are not currently offered by BellSouth. This includes packaging of existing services or combining a new function, feature or capability with an existing service.
- 2.7 RESALE means an activity wherein a certificated CLEC, such as Adelphia subscribes to the Telecommunications Services of BellSouth and then reoffers those Telecommunications Services as set forth in this Agreement.

2.8 RESALE SERVICE AREA means the area, as defined in a public service commission approved certificate of operation, within which a CLEC, such as Adelphia, may offer resold local exchange Telecommunications Service.

3. General Provisions

3.1 Pursuant to the terms of this Attachment, Adelphia may resell any Telecommunications Service that BellSouth makes available at retail to customers who are not telecommunications carriers. Such services are available as set forth in BellSouth's General Subscriber Service Tariff and Private Line Service Tariff or as otherwise required by the Act and applicable FCC rules and orders. Such services are subject to the terms, and conditions specifically set forth herein.

3.2 All of the negotiated rates, terms and conditions set forth in this Attachment pertain to the resale of BellSouth's retail Telecommunications Services and other services specified in this Attachment. BellSouth shall make available Telecommunications Services for resale at the discount rates set forth in Exhibit A to this Agreement and subject to the exclusions and limitations set forth in Exhibit B to this Agreement. BellSouth does not however waive its rights to appeal or otherwise challenge any decision regarding resale that resulted in the discount rates contained in Exhibit A or the exclusions and limitations contained in Exhibit B. BellSouth reserves the right to pursue any and all legal and/or equitable remedies, including appeals of any decisions. If such appeals or challenges result in changes in the discount rates or exclusions and limitations, the parties agree that appropriate modifications to this Agreement will be made promptly to make its terms consistent with the outcome of the appeal.

3.3 Adelphia may purchase resale services from BellSouth for its own use in operating its business. The resale discount will apply to those services under the following conditions:

3.3.1 Adelphia must resell services to other end users.

3.3.2 Adelphia must order services through resale interfaces, i.e., the Local Carrier Service Center (LCSC) and/or appropriate Resale Account Teams pursuant to Section 3 of the General Terms and Conditions.

3.3.3 Adelphia cannot be a competitive local exchange telecommunications company for the single purpose of selling to itself.

- 3.4 The provision of services by BellSouth to Adelphia does not constitute a joint undertaking for the furnishing of any service.
- 3.5 Adelphia will be the customer of record for all services purchased from BellSouth. Except as specified herein, BellSouth will take orders from, bill and expect payment from Adelphia for all services.
- 3.6 Adelphia will be BellSouth's single point of contact for all services purchased pursuant to this Agreement. BellSouth shall have no contact with the end user except to the extent provided for herein. If an end user customer of Adelphia contacts BellSouth for customer care, BellSouth shall refer the customer directly to Adelphia's customer care personnel without making any effort to market to the customer in the context of that contact and without making any remarks as to the services provided by Adelphia. The Parties agree to provide one another with toll-free nationwide contact numbers for such purposes.
- 3.7 BellSouth will continue to bill the end user for any services that the end user specifies it wishes to receive directly from BellSouth.
- 3.8 BellSouth maintains the right to serve directly any end user within the service area of Adelphia. BellSouth will continue to directly market its own telecommunications products and services and in doing so may establish independent relationships with end users of Adelphia. Each Party shall comply with rules regarding the use of Customer Proprietary Network Information (as that term is described in the Act) as set forth in Section 222 of the Act and in effective and applicable FCC rules and orders.
- 3.9 Neither Party shall interfere with the right of any person or entity to obtain service directly from the other Party.
- 3.10 Current telephone numbers may normally be retained by the end user. However, telephone numbers are the property of BellSouth and are assigned to the service furnished. Adelphia has no property right to the telephone number or any other call number designation associated with services furnished by BellSouth, and no right to the continuance of service through any particular central office. BellSouth reserves the right to change such numbers, or the central office designation associated with such numbers, or both, whenever BellSouth deems it necessary to do so in the conduct of its business and in accordance with BellSouth practices and procedures on a nondiscriminatory basis.

- 3.11 For the purpose of the resale of BellSouth's Telecommunications Services by Adelphia, BellSouth will provide Adelphia with an on line access to telephone numbers for reservation on a first come first serve basis. Such reservations of telephone numbers, on a pre-ordering basis shall be for a period of ninety (90) days. Adelphia acknowledges that there may be instances where there is a shortage of telephone numbers in a particular Common Language Location Identifier Code (CLLIC) and in such instances BellSouth may request that Adelphia cancel its reservations of numbers. Adelphia shall comply with such request, provided that BellSouth is subject to the same practices administered in a nondiscriminatory manner where such shortages of telephone numbers exist.
- 3.12 Further, upon Adelphia's request, and for the purpose of the resale of BellSouth's Telecommunications Services by Adelphia, BellSouth will reserve up to 100 telephone numbers per CLLIC, for Adelphia's sole use. Such telephone number reservations shall be valid for ninety (90) days from the reservation date. Adelphia acknowledges that there may be instances where there is a shortage of telephone numbers in a particular CLLIC and in such instances BellSouth shall use its best efforts to reserve for a ninety (90) day period a sufficient quantity of Adelphia's reasonable need in that particular CLLIC. BellSouth will apply any policies to address such shortages on an nondiscriminatory basis to itself, Adelphia, and other carriers (including, but not limited to, its own affiliates and subsidiaries).
- 3.13 Service is furnished subject to the condition that it will not be used for any unlawful purpose.
- 3.14 Service will be discontinued if any law enforcement agency advises that the service being used is in violation of the law.
- 3.15 BellSouth can refuse service when it has grounds to believe that service will be used in violation of the law.
- 3.16 BellSouth accepts no responsibility to any person for any unlawful act committed by Adelphia or its end users as part of providing service to Adelphia for purposes of resale or otherwise.
- 3.17 BellSouth will cooperate fully with law enforcement agencies with subpoenas and court orders for assistance with BellSouth's end users, pursuant to Section 7 of the General Terms and Conditions.
- 3.18 The characteristics and methods of operation of any circuits, facilities or equipment provided by any person or entity other than BellSouth shall not:

- 3.18.1 Interfere with or impair service over any facilities of BellSouth, its affiliates, or its connecting and concurring carriers involved in its service;
- 3.18.2 Cause damage to BellSouth's plant;
- 3.18.3 Impair the privacy of any communications; or
- 3.18.4 Create hazards to any BellSouth employees or the public.
- 3.19 BellSouth will only provision and maintain Telecommunications Services consistent with the terms and conditions of the tariff describing Telecommunications Services.
- 3.20 Facilities and/or equipment utilized by BellSouth to provide service to Adelphia remain the property of BellSouth.
- 3.21 White page directory listings will be provided in accordance with Section 5 of the General Terms and Conditions.
- 3.22 BellSouth provides electronic access to customer record information. Access is provided through the Local Exchange Navigation System (LENS) and the Telecommunications Access Gateway (TAG). Customer Record Information includes but is not limited to, customer specific information in CRIS and RSAG. In addition, Adelphia shall provide to BellSouth access to customer record information including electronic access where available. Otherwise, upon request by BellSouth Adelphia shall provide paper copies of customer record information within a reasonable period of time by BellSouth. Customer Record Information is equivalent to but not limited to the type of customer specific information contained in CRIS and RSAG. The Parties agree not to view, copy, or otherwise obtain access to the customer record information of any customer without that customer's permission, and further agrees that Adelphia and BellSouth will obtain access to customer record information only in strict compliance with applicable laws, rules, or regulations of the State in which the service is provided.
- 3.23 All costs incurred by BellSouth to develop and implement operational interfaces shall be recovered from Resellers who utilize the services. Charges for use of Operational Support Systems (OSS) shall be as set forth in Exhibit A of this Attachment.
- 3.24 Where available to BellSouth's end users, BellSouth shall provide the following Telecommunications Services at a discount to allow for voice mail services:

- Message Waiting Indicator (“MWT”) stutter dialtone and message waiting light feature capabilities
- Call Forward on Busy (“CF/B”)
- Call Forward Don’t Answer (“CF/DA”)

Further, BellSouth messaging services set forth in BellSouth’s Messaging Service Information Package shall be made available for resale without the wholesale discount.

- 3.24.1 BellSouth shall provide branding for, or shall unbrand, voice mail services to Adelphia per the Bona Fide Request/New Business Request process as set forth in Section 6 of the General Terms and Conditions.
- 3.25 BellSouth’s Inside Wire Maintenance Service Plans may be made available for resale at rates, terms and conditions as set forth by BellSouth and without the wholesale discount.
- 3.26 If Adelphia requires a special assembly Adelphia agrees to pay the reasonable and demonstrable costs incurred by BellSouth for providing the requested special assembly. A written statement summarizing the costs will be provided to Adelphia prior to providing the service and BellSouth will not provision the service until Adelphia has agreed to the costs. Such costs could include both recurring and non-recurring charges and the costs shall not exceed the costs that would be charged to an end user less any cost attributable to marketing, billing, collection or other costs that will be avoided by BellSouth in providing service to Adelphia. In the event Adelphia elects to resell an existing special assembly that BellSouth provides to an end user, BellSouth shall make available such special assembly at the rate charged to the end user less the applicable resale discount.
- 3.27 Recovery of charges associated with implementing Number Portability through monthly charges assessed to end users has been authorized by the FCC. This end user line charge will be billed to Resellers of BellSouth’s Telecommunications Services and will be as filed in FCC No. 1. This charge is not discounted.
- 3.28 BellSouth shall provide 911/E911 for Adelphia customers in the same manner that it is provided to BellSouth customers. BellSouth shall provide and validate Adelphia customer information to the PSAP. BellSouth shall use its service order process to update and maintain, on the same schedule that it uses for its customers, the Adelphia

customer service information in the ALI/DMS (Automatic Location Identification/Location Information) databases used to support 911/E911 services.

- 3.29 Pursuant to 47 CFR Section 51.617, BellSouth will bill Adelphia end users common line charges identical to the end user common line charges BellSouth bills its end users.
4. **BellSouth's Provision of Services to Adelphia**
- 4.1 Adelphia agrees that its resale of BellSouth services shall be as follows:
- 4.1.1 The resale of Telecommunications Services shall be limited to users and uses conforming to the class of service restrictions.
- 4.1.2 Hotel and Hospital PBX services are the only Telecommunications Services available for resale to Hotel/Motel and Hospital end users, respectively. Similarly, Access Line Service for Customer Provided Coin Telephones is the only local service available for resale to Independent Payphone Provider (IPP) customers. Shared Tenant Service customers can only be sold those local exchange access services available in BellSouth's A23 Shared Tenant Service Tariff in the states of Florida, Georgia, North Carolina and South Carolina, and in A27 in the states of Alabama, Kentucky, Louisiana, Mississippi and Tennessee.
- 4.1.3 BellSouth reserves the right to periodically audit services purchased by Adelphia to establish authenticity of use. Such audit shall not occur more than once in a calendar year, during Adelphia's standard business hours and subject to confidentiality protection. Adelphia shall make any and all records and data available to BellSouth or BellSouth's auditors on a reasonable basis. BellSouth shall not make use of any of the information obtained during an audit pursuant to this section for any purposes other than to establish authenticity of use. BellSouth shall bear the cost of said audit.
- 4.2 Resold services can only be used in the same manner as specified in BellSouth's Tariffs. Resold services are subject to the same terms and conditions as are specified for such services when furnished to an individual end user of BellSouth in the appropriate section of BellSouth's Tariffs. Specific tariff features (e.g. a usage allowance per month), shall not be aggregated across multiple resold services.
- 4.3 Adelphia may resell services only within the specific resale service area as defined in its certificate.

4.4 Telephone numbers transmitted via any resold service feature are intended solely for the use of the end user of the feature. Resale of this information is prohibited.

5. Maintenance of Services

5.1 Adelphia will adopt and adhere to the standards contained in the applicable CLEC Work Center Operational Understanding Agreement regarding maintenance and installation of service.

5.2 Services resold pursuant to this Attachment and BellSouth's General Subscriber Service Tariff and Private Line Service Tariff and facilities and equipment provided by BellSouth shall be maintained by BellSouth.

5.3 Adelphia or its end users may not rearrange, move, disconnect, remove or attempt to repair any facilities owned by BellSouth, other than by connection or disconnection to any interface means used, except with the written consent of BellSouth.

5.4 Adelphia accepts responsibility to notify BellSouth of situations that arise that may result in a service problem.

5.5 Adelphia will be BellSouth's single point of contact for all repair calls on behalf of Adelphia's end users. The parties agree to provide one another with toll-free contact numbers for such purposes.

5.6 Adelphia will contact the appropriate repair centers in accordance with procedures established by BellSouth.

5.7 For all repair requests, Adelphia accepts responsibility for adhering to BellSouth's prescreening guidelines prior to referring the trouble to BellSouth.

5.8 BellSouth will bill Adelphia for handling troubles that are found not to be in BellSouth's network pursuant to its standard time and material charges. The standard time and material charges will be no more than what BellSouth charges to its retail customers for the same services.

5.9 BellSouth reserves the right to contact Adelphia's end users, if deemed necessary, for maintenance purposes. In no event shall BellSouth make any effort to market to the customer in the context of that contact or make any remarks as to the services provided by Adelphia.

6. Establishment of Service

- 6.1 After receiving certification as a local exchange company from the appropriate regulatory agency, Adelphia will provide the appropriate BellSouth service center the necessary documentation to enable BellSouth to establish a master account for Adelphia's resold services. Such documentation shall include the Application for Master Account, proof of authority to provide Telecommunications Services, an Operating Company Number ("OCN") assigned by the National Exchange Carriers Association ("NECA") and a tax exemption certificate, if applicable. When necessary deposit requirements are met pursuant to Section 6.7, if applicable, BellSouth will begin taking orders for the resale of service.
- 6.2 Service orders will be in a standard format designated by BellSouth.
- 6.3 When notification is received from Adelphia that a current end user of BellSouth will subscribe to Adelphia's service, standard service order intervals for the appropriate class of service will apply.
- 6.4 BellSouth will not require end user confirmation prior to establishing service for Adelphia's end user customer. Adelphia must, however, be able to demonstrate end user authorization upon request.
- 6.5 Adelphia will be the single point of contact with BellSouth for all subsequent ordering activity resulting in additions or changes to resold services except that BellSouth will accept a request directly from the end user for conversion of the end user's service from Adelphia to BellSouth or will accept a request from another CLEC for conversion of the end user's service from Adelphia to the other LEC. BellSouth will notify Adelphia that such a request has been processed.
- 6.6 If BellSouth determines that an unauthorized change in local service to Adelphia has occurred, BellSouth will reestablish service with the appropriate local service provider and will assess Adelphia as the CLEC initiating the unauthorized change, the unauthorized change charge described in F.C.C. Tariff No. 1, Section 13 or applicable state tariff. Appropriate nonrecurring charges, as set forth in Section A4 of the General Subscriber Service Tariff, will also be assessed to Adelphia. These charges can be adjusted if Adelphia provides satisfactory proof of authorization.
- 6.7 In order to safeguard its interest, BellSouth reserves the right to secure the account with a suitable form of security deposit, unless satisfactory credit has already been established.

- 6.7.1 Such security deposit shall take the form of an irrevocable Letter of Credit or other forms of security acceptable to BellSouth. Any such security deposit may be held during the continuance of the service as security for the payment of any and all amounts accruing for the service.
- 6.7.2 If a security deposit is required, such security deposit shall be made prior to the inauguration of service.
- 6.7.3 Such security deposit may not exceed two months' estimated billing.
- 6.7.4 The fact that a security deposit has been made in no way relieves Adelphia from complying with BellSouth's regulations as to advance payments and the prompt payment of bills on presentation nor does it constitute a waiver or modification of the regular practices of BellSouth providing for the discontinuance of service for non-payment of any sums due BellSouth.
- 6.7.5 BellSouth reserves the right to increase the security deposit requirements when, in its reasonable judgment, material changes in Adelphia's financial circumstances so warrant and/or gross monthly billing has increased significantly beyond the level initially used to determine the security deposit.
- 6.7.6 In the event that Adelphia defaults on its account, service to Adelphia will be terminated in accordance with Section 8 of this Attachment and any security deposits held will be applied to its account.
- 6.7.7 Interest on a security deposit shall accrue and be paid in accordance with the terms in the appropriate BellSouth tariff.
- 7. Payment And Billing Arrangements**
- 7.1 Prior to submitting orders to BellSouth for local service, a master account must be established for Adelphia. Adelphia is required to provide the following before a master account is established: proof of PSC/PUC certification, the Application for Master Account, an Operating Company Number ("OCN") assigned by the National Exchange Carriers Association ("NECA") and a tax exemption certificate, if applicable.
- 7.2 BellSouth shall bill Adelphia on a current basis all applicable charges and credits.
- 7.3 Payment of all charges will be the responsibility of Adelphia. Adelphia shall make payment to BellSouth for all services billed. BellSouth is not responsible for

payments not received by Adelphia from Adelphia's end user. BellSouth will not become involved in billing disputes that may arise between Adelphia and its end user. Payments made to BellSouth as payment on account will be credited to an accounts receivable master account and not to an end user's account.

- 7.4 BellSouth will render bills each month on established bill days for each of Adelphia's accounts.
- 7.5 BellSouth will bill Adelphia in advance charges for all services to be provided during the ensuing billing period except charges associated with service usage, which will be billed in arrears. Charges will be calculated on an individual end user account level, including, if applicable, any charge for usage or usage allowances. BellSouth will also bill Adelphia, and Adelphia will be responsible for and remit to BellSouth, all appropriate end user charges applicable to resold services including but not limited to 911 and E911 charges, telecommunications relay charges (TRS), and franchise fees.
- 7.6 The payment will be due by the next bill date (i.e., same date in the following month as the bill date) and is payable in immediately available funds. Payment is considered to have been made when received by BellSouth.
- 7.6.1 If the payment due date falls on a Sunday or on a Holiday which is observed on a Monday, the payment due date shall be the first non-Holiday day following such Sunday or Holiday. If the payment due date falls on a Saturday or on a Holiday which is observed on Tuesday, Wednesday, Thursday, or Friday, the payment due date shall be the last non-Holiday day preceding such Saturday or Holiday. If payment is not received by the payment due date, a late payment penalty, as set forth in section 7.8 following, shall apply.
- 7.6.2 If Adelphia requests multiple billing media or additional copies of bills, BellSouth will provide these at an appropriate charge to Adelphia.
- 7.6.3 Billing Disputes
- 7.6.3.1 Each Party agrees to notify the other Party upon the discovery of a billing dispute. In the event of a billing dispute, the Parties will endeavor to resolve the dispute within sixty (60) calendar days of the Bill Date on which such disputed charges appear. Resolution of the dispute is expected to occur at the first level of management resulting in a recommendation for settlement of the dispute and closure of a specific billing period. If the issues are not resolved within the allotted time frame, the following resolution procedure will begin:

- 7.6.3.2 If the dispute is not resolved within sixty (60) days of the Bill Date, the dispute will be escalated to the second level of management for each of the respective Parties for resolution. If the dispute is not resolved within ninety (90) days of the Bill Date, the dispute will be escalated to the third level of management for each of the respective Parties for resolution
- 7.6.3.3 If the dispute is not resolved within one hundred and twenty (120) days of the Bill Date, the dispute will be escalated to the fourth level of management for each of the respective Parties for resolution.
- 7.6.3.4 If a Party disputes a charge and does not pay such charge by the payment due date, such charges shall be subject to late payment charges as set forth in the Late Payment Charges provision of this Attachment. If a Party disputes charges and the dispute is resolved in favor of such Party, the other Party shall credit the bill of the disputing Party for the amount of the disputed charges along with any late payment charges assessed no later than the second Bill Date after the resolution of the dispute. Accordingly, if a Party disputes charges and the dispute is resolved in favor of the other Party, the disputing Party shall pay the other Party the amount of the disputed charges and any associated late payment charges assessed no later than the second bill payment due date after the resolution of the dispute. BellSouth shall only assess interest on previously assessed late payment charges in a state where it has authority pursuant to its tariffs.
- 7.7 Upon proof of tax exempt certification from Adelphia, the total amount billed to Adelphia will not include any taxes due from the end user to reflect the tax exempt certification and local tax laws. Adelphia will be solely responsible for the computation, tracking, reporting, and payment of taxes applicable to Adelphia's end user.
- 7.8 If any portion of the payment is received by BellSouth after the payment due date as set forth preceding, or if any portion of the payment is received by BellSouth in funds that are not immediately available to BellSouth, then a late payment penalty shall be due to BellSouth. The late payment penalty shall be the portion of the payment not received by the payment due date times a late factor and will be applied on a per bill basis. The late factor shall be as set forth in Section A2 of the General Subscriber Services Tariff and Section B2 of the Private Line Service Tariff. Adelphia will be charged a fee for all returned checks as set forth in Section to A2 of the General Subscriber Services Tariff or in applicable state law.

- 7.9 Any switched access charges associated with interexchange carrier access to the resold local exchange lines will be billed by, and due to, BellSouth. No additional charges are to be assessed to Adelphia
- 7.10 BellSouth will not perform billing and collection services for Adelphia as a result of the execution of this Agreement. All requests for billing services should be referred to the appropriate entity or operational group within BellSouth.
- 7.11 In general, BellSouth will not become involved in disputes between Adelphia and Adelphia's end user customers over resold services. If a dispute does arise that cannot be settled without the involvement of BellSouth, Adelphia shall contact the designated Service Center for resolution. BellSouth will make every effort to assist in the resolution of the dispute and will work with Adelphia to resolve the matter in as timely a manner as possible. Adelphia may be required to submit documentation to substantiate the claim.
- 8. Discontinuance of Service**
- 8.1 The procedures for discontinuing service to an end user are as follows:
- 8.1.1 Where possible, BellSouth will deny service to Adelphia's end user on behalf of, and at the request of, Adelphia, putting Adelphia's end user in a "denied state." Upon restoration of the end user's service, restoral charges will apply and will be the responsibility of Adelphia.
- 8.1.2 At the request of Adelphia, BellSouth will disconnect a Adelphia end user customer.
- 8.1.3 All requests by Adelphia for denial or disconnection of an end user for nonpayment must be in writing.
- 8.1.4 Adelphia will be made solely responsible for notifying the end user of the proposed disconnection of the service.
- 8.1.5 BellSouth will continue to process calls made to the Annoyance Call Center and will advise Adelphia when it is determined that annoyance calls are originated from one of their end user's locations. BellSouth shall be indemnified, defended and held harmless by Adelphia and/or the end user against any claim, loss or damage arising from providing this information to Adelphia. It is the responsibility of Adelphia to take the corrective action necessary with its end users who make annoying ealls. Failure to do so will result in BellSouth's disconnecting the end user's service.

- 8.1.5.1 BellSouth will process calls made by Adelphia, on behalf of Adelphia's end users, to the Annoyance Call Center. If an Adelphia end user contacts the Annoyance Call Center directly, BellSouth will refer the Adelphia end user to Adelphia. BellSouth will process Adelphia's calls in a non-discriminatory manner equal to the treatment afforded BellSouth end users and other CLECs.
- 8.1.6 BellSouth may disconnect and reuse facilities when the facility is in a denied state and BellSouth has received an order to establish new service or transfer of service from an end user or an end user's CLEC at the same address served by the denied facility.
- 8.2 The procedures for discontinuing service to Adelphia are as follows:
- 8.2.1 BellSouth reserves the right to suspend or terminate service upon seven (7) days written notice in the event of prohibited, unlawful or improper use of the facilities or service, abuse of the facilities, or any other violation or noncompliance by Adelphia of the rules and regulations of BellSouth's Tariffs. If Adelphia should cure the alleged violation within the applicable notice time frame, BellSouth shall not suspend or terminate service.
- 8.2.2 BellSouth reserves the right to refuse additional applications for service or to suspend or terminate service if payment of undisputed amounts is not received by the bill day in the month after the original bill day. If BellSouth exercises its right to refuse additional applications pursuant to this Section, BellSouth will provide prior written notice to Adelphia that additional applications for service will be refused and that any pending orders for service will not be completed if payment of undisputed amounts is not received by the fifteenth day following the date of the notice. If BellSouth exercises its right to suspend or terminate service, BellSouth will give thirty days prior written notice to the person designated by Adelphia to receive notices of noncompliance, and discontinue the provision of existing services to Adelphia if Adelphia does not cure within the thirty (30) day timeframe. BellSouth may exercise its rights under this Section separately or simultaneously. For purposes of this Section 8, "undisputed amounts" shall mean amounts charged to Adelphia for which Adelphia has not submitted a good faith billing dispute in writing in accordance with Attachment 7 of this Agreement.
- 8.2.3 In the case of such discontinuance, all billed charges, as well as applicable termination charges shall become due.
- 8.2.4 If BellSouth does not discontinue the provision of the services involved on the date specified in the thirty days notice and Adelphia's noncompliance continues, nothing

contained herein shall preclude BellSouth's right to discontinue the provision of the services to Adelphia without further notice.

8.2.5 If payment is not received or arrangements made for payment by the date given in the written notification, Adelphia's services will be discontinued. Upon discontinuance of service on a Adelphia's account, service to Adelphia's end users will be denied. BellSouth will also reestablish service at the request of the end user or Adelphia upon payment of the appropriate connection fee and subject to BellSouth's normal application procedures. Adelphia is solely responsible for notifying the end user of the proposed disconnection of the service.

8.2.6 If within fifteen days after an end user's service has been denied no contact has been made in reference to restoring service, the end user's service will be disconnected.

9. Line Information Database (LIDB)

9.1 BellSouth will store in its Line Information Database (LIDB) records relating to service only in the BellSouth region. The LIDB Storage Agreement is included in this Attachment as Exhibit C.

9.2 BellSouth will provide LIDB Storage upon written request to Adelphia Account Manager stating requested activation date.

10. RAO Hosting

10.1 The RAO Hosting Agreement is included in this Attachment as Exhibit D. Rates for BellSouth's Centralized Message Distribution System (CMDS) are as set forth in Exhibit H of this Attachment.

10.2 BellSouth will provide RAO Hosting upon written request to its Account Manager stating requested activation date.

11. Optional Daily Usage File (ODUF)

11.1 The Optional Daily Usage File (ODUF) Agreement with terms and conditions is included in this Attachment as Exhibit E. Rates for ODUF are as set forth in Exhibit H of this Attachment.

11.2 BellSouth will provide Optional Daily Usage File (ODUF) service upon written request to its Account Manager stating requested activation date.

12. **Enhanced Optional Daily Usage File (EODUF)**
- 12.1 The Enhanced Optional Daily Usage File (EODUF) service Agreement with terms and conditions is included in this Attachment as Exhibit F. Rates for EODUF are as set forth in Exhibit H of this Attachment.
- 12.2 BellSouth will provide Enhanced Optional Daily Usage File (EODUF) service upon written request to its Account Manager stating requested activation date.

EXHIBIT A
Page 1**APPLICABLE DISCOUNTS**

The Telecommunications Services available for purchase by Adelphia for the purposes of resale to Adelphia end users shall be available at the following discount off of the retail rate. If Adelphia cancels an order for Telecommunications Services for the purpose of resale, BellSouth may charge Adelphia for cancellation costs in conjunction with the provisioning of that order in accordance with the applicable sections of the GSST and the PLST that set forth such cancellation charges.

DISCOUNT*			
STATE	RESIDENCE	BUSINESS	CSAs***
ALABAMA	16.3%	16.3%	
FLORIDA	21.83%	16.81%	
GEORGIA	20.3%	17.3%	
KENTUCKY	16.79%	15.54%	
LOUISIANA	20.72%	20.72%	9.05%
MISSISSIPPI	15.75%	15.75%	
NORTH CAROLINA	21.5%	17.6%	
SOUTH CAROLINA	14.8%	14.8%	8.98%
TENNESSEE**	16%	16%	

- * When a CLEC provides Resale service in a cross boundary area (areas that are part of the local serving area of another state's exchange) the rates, regulations and discounts for the tariffing state will apply. Billing will be from the serving state.
- ** In Tennessee, if a CLEC provides its own operator services and directory services, the discount shall be 21.56%. CLEC must provide written notification to BellSouth within 30 days prior to providing its own operator services and directory services to qualify for the higher discount rate of 21.56%.
- *** Unless noted in this column, the discount for Business will be the applicable discount rate for CSAs.

EXHIBIT A
Page 2**OPERATIONAL SUPPORT SYSTEMS (OSS) RATES**

BellSouth has developed and made available the following mechanized systems by which Adelphia may submit LSRs electronically.

LENS	Local Exchange Navigation System
EDI	Electronic Data Interchange
TAG	Telecommunications Access Gateway

LSRs submitted by means of one of these interactive interfaces will incur an OSS electronic ordering charge as specified in the Table below. An individual LSR will be identified for billing purposes by its Purchase Order Number (PON). LSRs submitted by means other than one of these interactive interfaces (mail, fax, courier, etc.) will incur a manual order charge as specified in the table below:

OPERATIONAL SUPPORT SYSTEMS (OSS) RATES	<u>Electronic</u> Per LSR received from the CLEC by one of the OSS interactive interfaces	<u>Manual</u> Per LSR received from the CLEC by means other than one of the OSS interactive interfaces
OSS LSR Charge	\$3.50	\$19.99
USOC	SOMECS	SOMAN

Note: In addition to the OSS charges, applicable discounted service order and related discounted charges apply per the tariff.

Denial/Restoral OSS Charge

In the event Adelphia provides a list of customers to be denied and restored, rather than an LSR, each location on the list will require a separate PON and, therefore will be billed as one LSR per location.

Cancellation OSS Charge

Adelphia will incur an OSS charge for an accepted LSR that is later canceled by Adelphia.

Note: Supplements or clarifications to a previously billed LSR will not incur another OSS charge.

Threshold Billing Plan

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EXHIBIT A
Page 3

The Parties agree that Adelphia will incur the mechanized rate for all LSRs, both mechanized and manual, if the percentage of mechanized LSRs to total LSRs meets or exceeds the threshold percentages shown below:

Year	Ratio: Mechanized/Total LSRs
2000	80%
2001	90%

The threshold plan will be discontinued in 2002.

BellSouth will track the total LSR volume for each CLEC for each quarter. At the end of that time period, a Percent Electronic LSR calculation will be made for that quarter based on the LSR data tracked in the LCSC. If this percentage exceeds the threshold volume, all of that CLECs' future manual LSRs will be billed at the mechanized LSR rate. To allow time for obtaining and analyzing the data and updating the billing system, this billing change will take place on the first day of the second month following the end of the quarter (e.g. May 1 for 1Q, Aug 1 for 2Q, etc.). There will be no adjustments to the amount billed for previously billed LSRs.

**Exclusions and Limitations
On Services Available for Resale**

Type of Service	AL		FL		GA		KY		LA		MS		NC		SC		TN	
	Resale	Discount	Resale	Discount	Resale	Discount	Resale	Discount	Resale	Discount	Resale	Discount	Resale	Discount	Resale	Discount	Resale	Discount
1 Grandfathered Services (Note 1)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
2 Contract Service Arrangements	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
3 Promotions - > 90 Days (Note 2)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
4 Promotions - < 90 Days (Note 2)	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
5 Lifeline/Link Up Services	Yes	Yes	Yes	Yes	Yes	Yes	Note 4	Note 4	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
6 911/E911 Services	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
7 N11 Services	Yes	Yes	Yes	Yes	Yes	Yes	No	No	No	No	Yes	Yes	Yes	Yes	No	No	Yes	Yes
8 AdWatch SM Svc (See Note 6)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
9 MemoryCall [®] Service	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
10 Mobile Services	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
11 Federal Subscriber Line Charges	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No

**LINE INFORMATION DATA BASE (LIDB)
STORAGE AGREEMENT**

I. SCOPE

- A. This Agreement sets forth the terms and conditions pursuant to which BellSouth agrees to store in its LIDB certain information at the request of Adelphia and pursuant to which BellSouth, its LIDB customers and Adelphia shall have access to such information. Adelphia understands that BellSouth provides access to information in its LIDB to various telecommunications service providers pursuant to applicable tariffs and agrees that information stored at the request of Adelphia, pursuant to this Agreement, shall be available to those telecommunications service providers. The terms and conditions contained in the attached Addendum(s) are hereby made a part of this Agreement as if fully incorporated herein.
- B. LIDB is accessed for the following purposes:
1. Billed Number Screening
 2. Calling Card Validation
 3. Fraud Control
- C. BellSouth will provide seven days per week, 24-hours per day, fraud monitoring on Calling Cards, bill-to-third and collect calls made to numbers in BellSouth's LIDB, provided that such information is included in the LIDB query. BellSouth will establish fraud alert thresholds and will notify Adelphia of fraud alerts so that Adelphia may take action it deems appropriate. Adelphia understands and agrees BellSouth will administer all data stored in the LIDB, including the data provided by Adelphia pursuant to this Agreement, in the same manner as BellSouth's data for BellSouth's end user customers. BellSouth shall not be responsible to Adelphia for any lost revenue which may result from BellSouth's administration of the LIDB pursuant to its established practices and procedures as they exist and as they may be changed by BellSouth in its sole discretion from time to time.

Adelphia understands that BellSouth currently has in effect numerous billing and collection agreements with various interexchange carriers and billing clearing houses. Adelphia further understands that these billing and collection customers of BellSouth query BellSouth's LIDB to determine whether to accept various billing options from end users. Additionally, Adelphia understands that presently BellSouth has no

method to differentiate between BellSouth's own billing and line data in the LIDB and such data which it includes in the LIDB on Adelphia's behalf pursuant to this Agreement. Therefore, until such time as BellSouth can and does implement in its LIDB and its supporting systems the means to differentiate Adelphia's data from BellSouth's data and the Parties to this Agreement execute appropriate amendments hereto, the following terms and conditions shall apply:

- (a) Adelphia agrees that it will accept responsibility for Telecommunications Services billed by BellSouth for its billing and collection customers for Adelphia's end user accounts which are resident in LIDB pursuant to this Agreement. Adelphia authorizes BellSouth to place such charges on Adelphia's bill from BellSouth and agrees that it shall pay all such charges. Charges for which Adelphia hereby takes responsibility include, but are not limited to, collect and third number calls.
- (b) Charges for such services shall appear on a separate BellSouth bill page identified with the name of the entity for which BellSouth is billing the charge.
- (c) Adelphia shall have the responsibility to render a billing statement to its end users for these charges, but Adelphia's obligation to pay BellSouth for the charges billed shall be independent of whether Adelphia is able or not to collect from Adelphia's end users.
- (d) BellSouth shall not become involved in any disputes between Adelphia and the entities for which BellSouth performs billing and collection. BellSouth will not issue adjustments for charges billed on behalf of an entity to Adelphia. It shall be the responsibility of Adelphia and the other entity to negotiate and arrange for any appropriate adjustments.

II. TERM

This Agreement will be effective as of _____, and will continue in effect for one year, and thereafter may be continued until terminated by either Party upon thirty (30) days written notice to the other Party.

III. FEES FOR SERVICE AND TAXES

- A. Adelphia will not be charged a fee for storage services provided by BellSouth to Adelphia, as described in Section I of this Agreement.

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EXHIBIT C

- B. Sales, use and all other taxes (excluding taxes on BellSouth's income) determined by BellSouth or any taxing authority to be due to any federal, state or local taxing jurisdiction with respect to the provision of the service set forth herein will be paid by Adelphia. Adelphia shall have the right to have BellSouth contest with the imposing jurisdiction, at Adelphia's expense, any such taxes that Adelphia deems are improperly levied.

IV. INDEMNIFICATION

To the extent not prohibited by law, each Party will indemnify the other and hold the other harmless against any loss, cost, claim, injury, or liability relating to or arising out of negligence or willful misconduct by the indemnifying Party or its agents or contractors in connection with the indemnifying Party's provision of services, provided, however, that any indemnity for any loss, cost, claim, injury or liability arising out of or relating to errors or omissions in the provision of services under this Agreement shall be limited as otherwise specified in this Agreement. The indemnifying Party under this Section agrees to defend any suit brought against the other Party for any such loss, cost, claim, injury or liability. The indemnified Party agrees to notify the other Party promptly, in writing, of any written claims, lawsuits, or demands for which the other Party is responsible under this Section and to cooperate in every reasonable way to facilitate defense or settlement of claims. The indemnifying Party shall not be liable under this Section for settlement by the indemnified Party of any claim, lawsuit, or demand unless the defense of the claim, lawsuit, or demand has been tendered to it in writing and the indemnifying Party has unreasonably failed to assume such defense.

V. LIMITATION OF LIABILITY

Neither Party shall be liable to the other Party for any lost profits or revenues or for any indirect, incidental or consequential damages incurred by the other Party arising from this Agreement or the services performed or not performed hereunder, regardless of the cause of such loss or damage.

VI. MISCELLANEOUS

- A. It is understood and agreed to by the Parties that BellSouth may provide similar services to other companies.
- B. All terms, conditions and operations under this Agreement shall be performed in

accordance with, and subject to, all applicable local, state or federal legal and regulatory tariffs, rulings, and other requirements of the federal courts, the U. S. Department of Justice and state and federal regulatory agencies. Nothing in this Agreement shall be construed to cause either Party to violate any such legal or regulatory requirement and either Party's obligation to perform shall be subject to all such requirements.

- C. Adelphia agrees to submit to BellSouth all advertising, sales promotion, press releases, and other publicity matters relating to this Agreement wherein BellSouth's corporate or trade names, logos, trademarks or service marks or those of BellSouth's affiliated companies are mentioned or language from which the connection of said names or trademarks therewith may be inferred or implied; and Adelphia further agrees not to publish or use advertising, sales promotions, press releases, or publicity matters without BellSouth's prior written approval.
- D. This Agreement constitutes the entire Agreement between Adelphia and BellSouth which supersedes all prior Agreements or contracts, oral or written representations, statements, negotiations, understandings, proposals and undertakings with respect to the subject matter hereof.
- E. Except as expressly provided in this Agreement, if any part of this Agreement is held or construed to be invalid or unenforceable, the validity of any other Section of this Agreement shall remain in full force and effect to the extent permissible or appropriate in furtherance of the intent of this Agreement.
- F. Neither Party shall be held liable for any delay or failure in performance of any part of this Agreement for any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, government regulations, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, strikes, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities, or acts or omissions of transportation common carriers.
- G. This Agreement shall be deemed to be a contract made under the laws of the State of Georgia, and the construction, interpretation and performance of this Agreement and all transactions hereunder shall be governed by the domestic law of such State.

**RESALE ADDENDUM
TO LINE INFORMATION DATA BASE (LIDB)
STORAGE AGREEMENT**

This is a Resale Addendum to the Line Information Data Base Storage Agreement dated _____, 2000, between BellSouth Telecommunications, Inc. ("BellSouth"), and Adelphia ("Adelphia"), effective the _____ day of _____, 2000.

I. GENERAL

This Addendum sets forth the terms and conditions for Adelphia's provision of billing number information to BellSouth for inclusion in BellSouth's LIDB. BellSouth will store in its LIDB the billing number information provided by Adelphia, and BellSouth will provide responses to on-line, call-by-call queries to this information for purposes specified in Section I.B. of the Agreement.

II. DEFINITIONS

- A. Billing number - a number used by BellSouth for the purpose of identifying an account liable for charges. This number may be a line or a special billing number.
- B. Line number - a ten-digit number assigned by BellSouth that identifies a telephone line associated with a resold local exchange service, or with a SPNP arrangement.
- C. Special billing number - a ten-digit number that identifies a billing account established by BellSouth in connection with a resold local exchange service or with a SPNP arrangement.
- D. Calling Card number - a billing number plus PIN number assigned by BellSouth.
- E. PIN number - a four digit security code assigned by BellSouth which is added to a billing number to compose a fourteen digit calling card number.
- F. Toll billing exception indicator - associated with a billing number to indicate that it is considered invalid for billing of collect calls or third number calls or both, by the Adelphia.
- G. Billed Number Screening - refers to the activity of determining whether a toll billing

exception indicator is present for a particular billing number.

H. Calling Card Validation - refers to the activity of determining whether a particular calling card number exists as stated or otherwise provided by a caller.

I. Billing number information - information about billing number or Calling Card number as assigned by BellSouth and toll billing exception indicator provided to BellSouth by the Adelphia.

III. RESPONSIBILITIES OF PARTIES

- A. BellSouth will include billing number information associated with resold exchange lines or SPNP arrangements in its LIDB. The Adelphia will request any toll billing exceptions via the Local Service Request (LSR) form used to order resold exchange lines, or the SPNP service request form used to order SPNP arrangements.
- B. Under normal operating conditions, BellSouth shall include the billing number information in its LIDB upon completion of the service order establishing either the resold local exchange service or the SPNP arrangement, provided that BellSouth shall not be held responsible for any delay or failure in performance to the extent such delay or failure is caused by circumstances or conditions beyond BellSouth's reasonable control. BellSouth will store in its LIDB an unlimited volume of the working telephone numbers associated with either the resold local exchange lines or the SPNP arrangements. For resold local exchange lines or for SPNP arrangements, BellSouth will issue line-based calling cards only in the name of Adelphia. BellSouth will not issue line-based calling cards in the name of Adelphia's individual end users. In the event that Adelphia wants to include calling card numbers assigned by the Adelphia in the BellSouth LIDB, a separate agreement is required.
- C. BellSouth will provide responses to on-line, call-by-call queries to the stored information for the specific purposes listed in the next paragraph.
- D. BellSouth is authorized to use the billing number information to perform the following functions for authorized users on an on-line basis:
 - 1. Validate a 14 digit Calling Card number where the first 10 digits are a line number or special billing number assigned by BellSouth, and where the last four digits (PIN) are a security code assigned by BellSouth.

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EXHIBIT C

2. Determine whether the Adelphia has identified the billing number as one which should not be billed for collect or third number calls, or both.

RAO Hosting

1. RAO Hosting, Calling Card and Third Number Settlement System (CATS) and Non-Intercompany Settlement System (NICS) services provided to Adelphia by BellSouth will be in accordance with the methods and practices regularly adopted and applied by BellSouth to its own operations during the term of this Agreement, including such revisions as may be made from time to time by BellSouth.
2. Adelphia shall furnish all relevant information required by BellSouth for the provision of RAO Hosting, CATS and NICS.
3. Applicable compensation amounts will be billed by BellSouth to Adelphia on a monthly basis in arrears. Amounts due from one Party to the other (excluding adjustments) are payable within thirty (30) days of receipt of the billing statement.
4. Adelphia must have its own unique RAO code. Requests for establishment of RAO status where BellSouth is the selected Centralized Message Distribution System (CMDS) interfacing host, require written notification from Adelphia to the BellSouth RAO Hosting coordinator at least eight (8) weeks prior to the proposed effective date. The proposed effective date will be mutually agreed upon between the Parties with consideration given to time necessary for the completion of required Telcordia (formerly BellCore) functions. BellSouth will request the assignment of an RAO code from its connecting contractor, currently Telcordia (formerly BellCore), on behalf of Adelphia and will coordinate all associated conversion activities.
5. BellSouth will receive messages from Adelphia that are to be processed by BellSouth, another LEC or CLEC in the BellSouth region or a LEC outside the BellSouth region.
6. BellSouth will perform invoice sequence checking, standard EMI format editing, and balancing of message data with the EMI trailer record counts on all data received from Adelphia.
7. All data received from Adelphia that is to be processed or billed by another LEC or CLEC within the BellSouth region will be distributed to that LEC or CLEC in accordance with the agreement(s) which may be in effect between BellSouth and the involved LEC or CLEC.
8. All data received from Adelphia that is to be placed on the CMDS network for distribution outside the BellSouth region will be handled in accordance with the agreement(s) which may be in effect between BellSouth and its connecting contractor

(currently Telcordia (formerly BellCore)).

9. BellSouth will receive messages from the CMDS network that are destined to be processed by Adelphia and will forward them to Adelphia on a daily basis.
10. Transmission of message data between BellSouth and Adelphia will be via CONNECT:Direct.
11. All messages and related data exchanged between BellSouth and Adelphia will be formatted in accordance with accepted industry standards for EMI formatted records and packed between appropriate EMI header and trailer records, also in accordance with accepted industry standards.
12. Adelphia will ensure that the recorded message detail necessary to recreate files provided to BellSouth will be maintained for back-up purposes for a period of three (3) calendar months beyond the related message dates.
13. Should it become necessary for Adelphia to send data to BellSouth more than sixty (60) days past the message date(s), Adelphia will notify BellSouth in advance of the transmission of the data. If there will be impacts outside the BellSouth region, BellSouth will work with its connecting contractor and Adelphia to notify all affected Parties.
14. In the event that data to be exchanged between the two Parties should become lost or destroyed, both Parties will work together to determine the source of the problem. Once the cause of the problem has been jointly determined and the responsible Party (BellSouth or Adelphia) identified and agreed to, the company responsible for creating the data (BellSouth or Adelphia) will make every effort to have the affected data restored and retransmitted. If the data cannot be retrieved, the responsible Party will be liable to the other Party for any resulting lost revenue. Lost revenue may be a combination of revenues that could not be billed to the end users and associated access revenues. Both Parties will work together to estimate the revenue amount based upon historical data through a method mutually agreed upon. The resulting estimated revenue loss will be paid by the responsible Party to the other Party within three (3) calendar months of the date of problem resolution, or as mutually agreed upon by the Parties.
15. Should an error be detected by the EMI format edits performed by BellSouth on data received from Adelphia, the entire pack containing the affected data will not be processed by BellSouth. BellSouth will notify Adelphia of the error condition.

Adelphia will correct the error(s) and will resend the entire pack to BellSouth for processing. In the event that an out-of-sequence condition occurs on subsequent packs, Adelphia will resend these packs to BellSouth after the pack containing the error has been successfully reprocessed by BellSouth.

16. In association with message distribution service, BellSouth will provide Adelphia with associated intercompany settlements reports (CATS and NICS) as appropriate.
17. In no case shall either Party be liable to the other for any direct or consequential damages incurred as a result of the obligations set out in this agreement.
18. RAO Compensation
 - 18.1 Rates for message distribution service provided by BellSouth for Adelphia are as set forth in Exhibit A to this Attachment.
 - 18.2 Rates for data transmission associated with message distribution service are as set forth in Exhibit A to this Attachment .
 - 18.3 Data circuits (private line or dial-up) will be required between BellSouth and Adelphia for the purpose of data transmission. Where a dedicated line is required, Adelphia will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. Adelphia will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to Adelphia. Additionally, all message toll charges associated with the use of the dial circuit by Adelphia will be the responsibility of Adelphia. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the Parties.
 - 18.4 All equipment, including modems and software, that is required on the Adelphia end for the purpose of data transmission will be the responsibility of Adelphia.
19. Intercompany Settlements Messages
 - 19.1 This Section addresses the settlement of revenues associated with traffic originated from or billed by Adelphia as a facilities based provider of local exchange Telecommunications Services outside the BellSouth region. Only traffic that

originates in one Bell operating territory and bills in another Bell operating territory is included. Traffic that originates and bills within the same Bell operating territory will be settled on a local basis between Adelphia and the involved company(ies), unless that company is participating in NICS.

- 19.2 Both traffic that originates outside the BellSouth region by Adelphia and is billed within the BellSouth region, and traffic that originates within the BellSouth region and is billed outside the BellSouth region by Adelphia, is covered by this Agreement (CATS). Also covered is traffic that either is originated by or billed by Adelphia, involves a company other than Adelphia, qualifies for inclusion in the CATS settlement, and is not originated or billed within the BellSouth region (NICS).
- 19.3 Once Adelphia is operating within the BellSouth territory, revenues associated with calls originated and billed within the BellSouth region will be settled via Telcordia (formerly BellCore)'s, its successor or assign, NICS system.
- 19.4 BellSouth will receive the monthly NICS reports from Telcordia (formerly BellCore), its successor or assign, on behalf of Adelphia. BellSouth will distribute copies of these reports to Adelphia on a monthly basis.
- 19.5 BellSouth will receive the monthly Calling Card and Third Number Settlement System (CATS) reports from Telcordia (formerly BellCore), its successor or assign, on behalf of Adelphia. BellSouth will distribute copies of these reports to Adelphia on a monthly basis.
- 19.6 BellSouth will collect the revenue earned by Adelphia from the Bell operating company in whose territory the messages are billed (CATS), less a per message billing and collection fee of five cents (\$0.05), on behalf of Adelphia. BellSouth will remit the revenue billed by Adelphia to the Bell operating company in whose territory the messages originated, less a per message billing and collection fee of five cents (\$0.05), on behalf of Adelphia. These two amounts will be netted together by BellSouth and the resulting charge or credit issued to Adelphia via a monthly Carrier Access Billing System (CABS) miscellaneous bill.
- 19.7 BellSouth will collect the revenue earned by Adelphia within the BellSouth territory from another CLEC also within the BellSouth territory (NICS) where the messages are billed, less a per message billing and collection fee of five cents (\$0.05), on behalf of Adelphia. BellSouth will remit the revenue billed by Adelphia within the BellSouth region to the CLEC also within the BellSouth region, where the messages originated, less a per message billing and collection fee of five cents (\$0.05). These

two amounts will be netted together by BellSouth and the resulting charge or credit issued to Adelphia via a monthly Carrier Access Billing System (CABS) miscellaneous bill.

BellSouth and Adelphia agree that monthly netted amounts of less than fifty dollars (\$50.00) will not be settled.

Optional Daily Usage File

1. Upon written request from Adelphia, BellSouth will provide the Optional Daily Usage File (ODUF) service to Adelphia pursuant to the terms and conditions set forth in this section.
2. Adelphia shall furnish all relevant information required by BellSouth for the provision of the Optional Daily Usage File.
3. The Optional Daily Usage Feed will contain billable messages that were carried over the BellSouth Network and processed in the BellSouth Billing System, but billed to a Adelphia customer.

Charges for delivery of the Optional Daily Usage File will appear on Adelphia's monthly bills. The charges are as set forth in Exhibit A to this Attachment.

4. The Optional Daily Usage Feed will contain both rated and unrated messages. All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.
5. Messages that error in Adelphia's billing system will be the responsibility of Adelphia. If, however, Adelphia should encounter significant volumes of errored messages that prevent processing by Adelphia within its systems, BellSouth will work with the to determine the source of the errors and the appropriate resolution.
6. The following specifications shall apply to the Optional Daily Usage Feed.

6.1 Usage To Be Transmitted

- 6.1.1 The following messages recorded by BellSouth will be transmitted to Adelphia:

- Message recording for per use/per activation type services (examples: Three Way Calling, Verify, Interrupt, Call Return, ETC.)
- Measured billable Local
- Directory Assistance messages
- IntraLATA Toll

- WATS & 800 Service
- N11
- Information Service Provider Messages
- Operator Services Messages
- Operator Services Message Attempted Calls (UNE only)
- Credit/Cancel Records
- Usage for Voice Mail Message Service

6.1.2 Rated Incollects (originated in BellSouth and from other companies) can also be on Optional Daily Usage File. Rated Incollects will be intermingled with BellSouth recorded rated and unrated usage. Rated Incollects will not be packed separately.

6.1.3 BellSouth will perform duplicate record checks on records processed to Optional Daily Usage File. Any duplicate messages detected will be deleted and not sent to Adelphia.

6.1.4 In the event that Adelphia detects a duplicate on Optional Daily Usage File they receive from BellSouth, Adelphia will drop the duplicate message (Adelphia will not return the duplicate to BellSouth).

6.2 Physical File Characteristics

6.2.1 The Optional Daily Usage File will be distributed to Adelphia via an agreed medium with CONNECT:Direct being the preferred transport method. The Daily Usage Feed will be a variable block format (2476) with an LRECL of 2472. The data on the Daily Usage Feed will be in a non-compacted EMI format (175 byte format plus modules). It will be created on a daily basis (Monday through Friday except holidays). Details such as dataset name and delivery schedule will be addressed during negotiations of the distribution medium. There will be a maximum of one dataset per workday per OCN.

6.2.2 Data circuits (private line or dial-up) may be required between BellSouth and Adelphia for the purpose of data transmission. Where a dedicated line is required, Adelphia will be responsible for ordering the circuit, overseeing its installation and

coordinating the installation with BellSouth. Adelphia will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to Adelphia. Additionally, all message toll charges associated with the use of the dial circuit by Adelphia will be the responsibility of Adelphia. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the parties. All equipment, including modems and software, that is required on Adelphia end for the purpose of data transmission will be the responsibility of Adelphia.

6.3 Packing Specifications

6.3.1 A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of 99 packs and a minimum of one pack.

6.3.2 The OCN, From RAO, and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to Adelphia which BellSouth RAO that is sending the message. BellSouth and Adelphia will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by Adelphia and resend the data as appropriate.

THE DATA WILL BE PACKED USING ATIS EMI RECORDS.

6.4 Pack Rejection

6.4.1 Adelphia will notify BellSouth within one business day of rejected packs (via the mutually agreed medium). Packs could be rejected because of pack sequencing discrepancies or a critical edit failure on the Pack Header or Pack Trailer records (i.e. out-of-balance condition on grand totals, invalid data populated). Standard ATIS EMI Error Codes will be used. Adelphia will not be required to return the actual rejected data to BellSouth. Rejected packs will be corrected and retransmitted to Adelphia by BellSouth.

6.5 Control Data

Adelphia will send one confirmation record per pack that is received from BellSouth. This confirmation record will indicate Adelphia received the pack and the acceptance

or rejection of the pack. Pack Status Code(s) will be populated using standard ATIS EMI error codes for packs that were rejected by Adelphia for reasons stated in the above section.

6.6 Testing

- 6.6.1 Upon request from Adelphia, BellSouth shall send test files to Adelphia for the Optional Daily Usage File. The parties agree to review and discuss the file's content and/or format. For testing of usage results, BellSouth shall request that Adelphia set up a production (LIVE) file. The live test may consist of Adelphia's employees making test calls for the types of services Adelphia requests on the Optional Daily Usage File. These test calls are logged by Adelphia, and the logs are provided to BellSouth. These logs will be used to verify the files. Testing will be completed within 30 calendar days from the date on which the initial test file was sent.

Enhanced Optional Daily Usage File

1. Upon written request from Adelphia, BellSouth will provide the Enhanced Optional Daily Usage File (EODUF) service to Adelphia pursuant to the terms and conditions set forth in this section. EODUF will only be sent to existing ODUF subscribers who request the EODUF option.
2. The Adelphia shall furnish all relevant information required by BellSouth for the provision of the Enhanced Optional Daily Usage File.
3. The Enhanced Optional Daily Usage File (EODUF) will provide usage data for local calls originating from resold Flat Rate Business and Residential Lines.
4. Charges for delivery of the Enhanced Optional Daily Usage File will appear on Adelphia's monthly bills. The charges are as set forth in Exhibit A to this Attachment.
5. All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.
6. Messages that error in the billing system of Adelphia will be the responsibility of Adelphia. If, however, Adelphia should encounter significant volumes of errored messages that prevent processing by Adelphia within its systems, BellSouth will work with Adelphia to determine the source of the errors and the appropriate resolution.
7. The following specifications shall apply to the Optional Daily Usage Feed.
- 7.1 Usage To Be Transmitted
- 7.1.1 The following messages recorded by BellSouth will be transmitted to Adelphia:

Customer usage data for flat rated local call originating from Adelphia's end user lines (1FB or 1FR). The EODUF record for flat rate messages will include:

Date of Call
From Number
To Number
Connect Time
Conversation Time
Method of Recording
From RAO
Rate Class
Message Type

Billing Indicators
Bill to Number

7.1.2 BellSouth will perform duplicate record checks on EODUF records processed to Optional Daily Usage File. Any duplicate messages detected will be deleted and not sent to Adelphia.

7.1.3 In the event that Adelphia detects a duplicate on Enhanced Optional Daily Usage File they receive from BellSouth, Adelphia will drop the duplicate message (Adelphia will not return the duplicate to BellSouth).

7.2 Physical File Characteristics

7.2.1 The Enhanced Optional Daily Usage Feed will be distributed to Adelphia over their existing Optional Daily Usage File (ODUF) feed. The EODUF messages will be intermingled among Adelphia's Optional Daily Usage File (ODUF) messages. The EODUF will be a variable block format (2476) with an LRECL of 2472. The data on the EODUF will be in a non-compacted EMI format (175 byte format plus modules). It will be created on a daily basis (Monday through Friday except holidays).

7.2.2 Data circuits (private line or dial-up) may be required between BellSouth and Adelphia for the purpose of data transmission. Where a dedicated line is required, Adelphia will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. Adelphia will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to Adelphia. Additionally, all message toll charges associated with the use of the dial circuit by Adelphia will be the responsibility of Adelphia. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the parties. All equipment, including modems and software, that is required on Adelphia's end for the purpose of data transmission will be the responsibility of Adelphia.

7.3 Packing Specifications

7.3.1 A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of 99 packs and a minimum of one pack.

7.3.2 The Operating Company Number (OCN), From Revenue Accounting Office (RAO), and Invoice Number will control the invoice sequencing. The From RAO will be

used to identify to Adelphia which BellSouth RAO that is sending the message.
BellSouth and Adelphia will use the invoice sequencing to control data exchange.
BellSouth will be notified of sequence failures identified by Adelphia and resend the data as appropriate.

THE DATA WILL BE PACKED USING ATIS EMI RECORDS.

Attachment 2
Network Elements and Other Services

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ACCESS TO NETWORK ELEMENTS AND OTHER SERVICES

1. Introduction

- 1.1. This Attachment sets forth the unbundled network elements and combinations of unbundled network elements that BellSouth agrees to offer to Adelphia in accordance with its obligations under Section 251(c)(3) of the Act. The specific terms and conditions that apply to the unbundled network elements are described below in this Attachment 2. The price for each unbundled network element and combination of unbundled Network Elements is set forth in Exhibit A of this Agreement.
- 1.2. For purposes of this Agreement, "Network Element" is defined to mean a facility or equipment provided by BellSouth on an unbundled basis as is used by the CLEC in the provision of a telecommunications service. These unbundled network elements will be consistent with the requirements of 47 C.F.R. § 51.319. For purposes of this Agreement, combinations of Network Elements shall be referred to as "Combinations."
 - 1.2.1. Except as otherwise required by law, BellSouth shall not impose limitation restrictions or requirements or request for the use of the network elements or combinations that would impair the ability of Adelphia to offer telecommunications service in the manner Adelphia intends.
 - 1.2.2. Except upon request by Adelphia, BellSouth shall not separate requested network elements that BellSouth currently combines.
 - 1.2.2.1. Unless otherwise ordered by an appropriate state or federal regulatory agency, currently combined Network Elements are defined as elements that are already combined within BellSouth's network to a given location.
- 1.3. BellSouth shall, upon request of Adelphia, and to the extent technically feasible, provide to Adelphia access to its network elements for the provision of Adelphia's telecommunications service. If no rate is identified in the contract for a specific service or function that is identified in the Agreement, the rate for the specific service or function will be as negotiated by the Parties upon request by either Party.
- 1.4. Adelphia may purchase network elements and other services from BellSouth for the purpose of combining such network elements in any manner Adelphia chooses to provide telecommunication services to its intended users, including recreating existing BellSouth services. With the exception of the sub-loop elements which are located outside of the central office, BellSouth shall deliver the individual network elements purchased by Adelphia for combining to the designated Adelphia

collocation space. The network elements shall be provided as set forth in this Attachment.

- 1.5. In addition to the combinations of Network Elements set forth in this Attachment, BellSouth will provide the following combined network components or elements for purchase by Adelphia. The rate of the following combined network components or elements is the sum of the individual element prices as set forth in this Attachment. Order Coordination as defined in Section 2 of Attachment 2 of this Agreement is available for each of these combinations, except as otherwise specified:
 - SL2 loop and cross connect
 - Port and cross connect
 - Port and cross connect and common (shared) transport
 - Port and vertical features
 - SL2 Loop with loop concentration
 - Port and common (shared) transport
 - SL2 Loop and LNP
 - SL1 loop and cross connect (OC not available)
- 1.6. BellSouth shall comply with the requirements as set forth in the technical references within Attachment 2 to the extent that they are consistent with the greater of BellSouth's actual performance or applicable industry standards.
- 1.7. In the event that any effective legislative, regulatory, judicial or other legal action modifies or redefines the "Network Elements" in a manner which materially affects the terms of this Attachment or the Network Elements and/or prices set forth herein, either Party may, on thirty (30) days written notice, require renegotiation of such terms, and the Parties shall renegotiate in good faith such new terms in accordance with such legislative, regulatory, judicial or other legal action. In the event such new terms are not renegotiated within ninety (90) days after the notice for renegotiation, either Party may petition the Commission for resolution of the dispute between the Parties. Each Party reserves the right to seek judicial review of any Commission ruling concerning this Attachment.
- 1.8. Adelphia will adopt and adhere to the standards contained in the applicable CLEC Work Center Operational Understanding Agreement regarding maintenance and installation of service.
- 1.9. Standards for Network Elements
- 1.9.1 BellSouth shall comply with the requirements set forth in the technical references, as well as any performance or other requirements identified in this Agreement, to the extent that they are consistent with the greater of BellSouth's actual performance or applicable industry standards.

1.9.2 If one or more of the requirements set forth in this Agreement are in conflict, the parties shall mutually agree on which requirement shall apply. If the parties cannot reach agreement, the dispute resolution process set forth in Section 12 of the General Terms and Conditions of this Agreement, incorporated herein by this reference, shall apply.

2. Unbundled Loops, Integrated Digital Loop Carriers, Network Interfaces Device, Unbundled Loop Concentration (ULC) System, Sub loops and Dark Fiber

All of the negotiated rates, terms and conditions set forth in this Section pertain to the provision of unbundled loops.

2.1 Unbundled Loops

2.1.1 Definition

2.1.2 The local loop network element ("Loop(s)") is defined as a transmission facility between a distribution frame (or its equivalent) in BellSouth's central office and the loop demarcation point at an end-user customer premises, including inside wire owned by BellSouth. The local loop network element includes all features, functions, and capabilities of the transmission facilities, including dark fiber and attached electronics (except those used for the provision of advanced services, such as Digital Subscriber Line Access Multiplexers) and line conditioning. The loop shall include the use of all test access functionality, including without limitation, smart jacks, for both voice and data.

2.1.3 The provisioning of service to a CLEC will require cross-office cabling and cross-connections within the central office to connect the loop to a local switch or to other transmission equipment in collocation space. These cross-connects are a separate network component and are not considered a part of the loop.

2.1.4 BellSouth Order Coordination referenced in Attachment 2 includes two types: "Order Coordination" and "Order Coordination - Time Specific."

2.1.5 "Order Coordination" ("OC") refers to standard BellSouth service order coordination involving SL2 voice loops and all digital loops. Order coordination for physical conversions will be scheduled at BellSouth's discretion during normal working hours (location time) on the committed due date, where BellSouth provides Adelphia prior notice of the due date.

2.1.6 "Order Coordination - Time Specific" ("OC-TS") refers to service order coordination in which Adelphia requests a specific time for a service order conversion to take place. Loops on a single service order of 14 or more loops will be provisioned on a project basis. This is a chargeable option for any coordinated order and is billed in

addition to the OC charge. Adelphia may specify a time between 9:00 a.m. and 4:00 p.m. (location time) Monday through Friday (excluding holidays). If Adelphia specifies a time outside this window, or selects a time or quantity of loops that requires BellSouth technicians to work outside normal work hours, overtime charges will apply in addition to the OC and OC-TS charges. Overtime charges will be applied according to actual costs based on type of force group required to perform the work, overtime hours worked and any special circumstances

- 2.1.7 Where facilities are available, as determined on a nondiscriminatory basis, BellSouth will install loops within a 5-7 business days interval beginning on the date BellSouth receives the order. For orders of 14 or more loops, the installation will be handled on a project basis and the intervals will be set by the BellSouth project manager for that order; provided that intervals set on a project basis shall be nondiscriminatory and BellSouth shall set such intervals at parity with the intervals BellSouth sets for itself, its affiliates, and other CLECs. Some loops require a Service Inquiry (SI) to determine if facilities are available prior to issuing the order. The interval for the SI process is separate from the installation interval. For expedite requests by Adelphia, expedite charges will apply for intervals less than 5 days. Charges associated with expedite requests are set forth in BellSouth's FCC #1 Tariff, Section 5.1.1 (such charges are currently \$295, subject to change upon modification of BellSouth's tariff). If Adelphia cancels an order for loops or any other Network Element, BellSouth shall be entitled to recover its reasonable and demonstrable costs incurred in providing that element or service up to the time of cancellation as set forth in BellSouth's FCC No. 1 Tariff, Section 5.4.
- 2.1.8 If Adelphia modifies an order after being sent a Firm Order Confirmation (FOC) from BellSouth, any reasonable and demonstrable costs incurred by BellSouth to accommodate the modification will be reimbursed by Adelphia.
- 2.1.9 BellSouth will offer Unbundled Voice Loops (UVL) on a nondiscriminatory basis in two different service levels - Service Level One (SL1) and Service Level Two (SL2).
- 2.1.10 SL1 loops will be non-designed, will not have test points, and will not come with any Order Coordination (OC) or engineering information/circuit make-up data. Upon issuance of an order in the service order system, SL1 loops will be activated on the due date in the same manner and time frames that BellSouth normally activates POTS-type loops for its customers. If Adelphia requests work to be done for SL1s that requires BellSouth technicians to work outside normal work hours (location time), overtime charges will be applied according to actual costs based on type of force group required to perform the work, overtime hours worked and any special circumstances.

- 2.1.11 SL2 loops shall have test points, with or without conditioning, will be designed with a design layout record provided to Adelphia, and will be provided with OC. The OC feature will allow Adelphia to coordinate the installation of the loop with the disconnect of an existing customer's service and/or number portability service. In these cases, BellSouth will perform the order conversion with standard order coordination at its discretion during normal work hours.
- 2.1.12 BellSouth will also offer Unbundled Digital Loops (UDL), such as DS1s and DS3s, on a nondiscriminatory basis. They will be designed, will be provisioned with test points (where appropriate), and will come standard with Order Coordination and a Design Layout Record (DLR).
- 2.1.13 As a chargeable option on all loops except UVL-SL1 and Unbundled Copper Loop (UCL), BellSouth will offer Order Coordination - Time Specific (OC-TS). This will allow Adelphia the ability to specify the time that the coordinated conversion takes place. The OC-TS charge for orders due on the same day at the same location will be applied on a per Local Service Request (LSR) basis.
- 2.1.14 Adelphia will be responsible for testing and isolating troubles on the loops. Once Adelphia has isolated a trouble to the BellSouth provided loop, Adelphia will issue a trouble report to BellSouth on the loop. BellSouth will take the actions necessary to repair the loop if a trouble actually exists. BellSouth will repair these loops in the same time frames that BellSouth repairs similarly situated loops to its customers.
- 2.1.15 If Adelphia reports a trouble on SL1 loops and no trouble actually exists, BellSouth will charge Adelphia as specified in BellSouth's FCC No. 1 Tariff, Section 13, for any dispatching and testing (both inside and outside the CO) required by BellSouth in order to confirm the loop's working status.
- 2.1.16 If Adelphia reports a trouble on SL2 loops and no trouble actually exists, BellSouth will charge Adelphia as specified in BellSouth's FCC No. 1 Tariff, Section 13, for any dispatching and testing, (outside the CO) required by BellSouth in order to confirm the loop's working status.
- 2.1.17 In addition to the UVLs and UDLs, BellSouth shall make available an UCL on a nondiscriminatory basis. The UCL will be a copper twisted pair loop that is unencumbered by any intervening equipment (e.g., filters, load coils, range extenders, digital loop carrier, or repeaters). The UCL will be offered in two versions - Short and Long. A short UCL (18 kft or less) will be provisioned according to Resistance Design parameters. The long UCL (beyond 18kft) will be used when a CLEC wants to condition copper loops longer than 18kft by removing load coils and other intervening equipment. BST will only ensure electrical continuity and balance relative to tip and ring on UCLs.

- 2.1.18 The UCL will be a designed circuit, with or without conditioning, provisioned with a test point and come standard with a DLR. OC will be offered as a chargeable option on all UCL loops. Order Coordination – Time Specific (OC-TS) will not be offered on UCLs.
- 2.1.19 The UCL is a dry cooper loop and is not intended to support any particular telecommunications service. Adelphia may use the UCL loop for a variety of services, including xDSL (e.g., ADSL and HDSL) services, by attaching appropriate terminal equipment of Adelphia's choosing. Adelphia will determine the type of service that will be provided over the loop.
- 2.1.20 Because the UCL loop shall be an unbundled loop offering that is separate and distinct from BellSouth's ADSL and HDSL capable loop offerings, CLEC agrees that BellSouth's UCL loop will not be held to the service level and performance expectations that apply to its ADSL and HDSL unbundled loop offerings. BellSouth shall only be obligated to maintain copper continuity and provide balance relative to tip and ring on UCL loops.
- 2.1.21 The UCL loop shall be provided to CLEC in accordance with BellSouth's Technical Reference 73600.
- 2.1.22 Technical Requirements
- 2.1.22.1 To the extent available within BellSouth's Network at a particular location, BellSouth will offer loops capable of supporting telecommunications services such as: POTS, Centrex, basic rate ISDN, analog PBX, voice grade private line, ADSL, HDSL, and digital data (up to 64 kb/s). If a requested loop type is not available, then the CLEC can use the Special Construction process to request that BellSouth place facilities or otherwise modify facilities in order to meet Adelphia's request.
- 2.1.22.2 Adelphia will be responsible for providing BellSouth with a Service Profile Identifier (SPID) associated with a particular ISDN-capable loop and end user. With the SPID, BellSouth will be able to adequately test the circuit and ensure that it properly supports ISDN service.
- 2.1.22.3 The loop will support the transmission, signaling, performance and interface requirements of the services described in 2.1.3 above. It is recognized that the requirements of different services are different, and that a number of types or grades of loops are required to support these services. Services provided over the loop by Adelphia will be consistent with industry standards and BellSouth's TR73600.
- 2.1.22.4 Adelphia may utilize the unbundled loops to provide any telecommunication service it wishes. However, BellSouth will only provision, maintain and repair the loops to the standards that are consistent with the type of loop ordered. For example, if

Adelphia orders an ISDN-capable loop but wants to use the loop for a service other than ISDN, BellSouth will only support that the loop is capable of providing ISDN service. For non-service specific loops (e.g. UCL, loops modified by Adelphia using the Special Construction process), BellSouth will only support that the loop has copper continuity and balanced tip-and-ring.

- 2.1.22.5 In some instances, Adelphia will require access to a copper twisted pair loop unfettered by any intervening equipment (e.g., filters, load coils, range extenders, etc.), so that Adelphia can use the loop for a variety of services by attaching appropriate terminal equipment at the ends. Adelphia will determine the type of service that will be provided over the loop. In some cases, Adelphia may be required to pay additional charges for the removal of certain types of equipment. If conditioning is required to make these loops available, BellSouth's Unbundled Loop Modification ("ULM") process will be utilized at the rates set forth in Exhibit D
- 2.1.22.6 In cases in which Adelphia has requested that BellSouth remove equipment from the BellSouth loop, and that loop no longer meets the appropriate technical specifications for the original loop type, BellSouth will no longer be expected to maintain and repair the loop to the standards specified for that loop type in the TR73600 and other standards referenced in this Agreement. Any loop modified beyond the appropriate technical specifications must be ordered as a UCL, and BellSouth will only support that these loops provide electrical continuity and balance relative to tip-and-ring.
- 2.1.22.7 The loop shall be provided to Adelphia in accordance with BellSouth's TR73600 Unbundled Local Loop Technical Specification and applicable industry standard technical references.

2.2 Unbundled Loop Modifications (Loop Conditioning)

- 2.2.1 Subject to applicable and effective FCC rules and orders, BellSouth shall condition loops, pursuant to the ULM process described in this Section 2.2 on a nondiscriminatory basis, as requested by Adelphia, whether or not BellSouth offers advanced services to the End User on that loop.
- 2.2.2 Loop conditioning is defined as the removal from the loop of any devices that may diminish the capability of the loop to deliver high-speed switched wireline telecommunications capability, including xDSL service. Such devices include, but are not limited to, bridge taps, low pass filters, and range extenders.
- 2.2.3 The Unbundled Loop Modifications (ULM) offering provides the following elements: (1) removal of equipment on loops less than 18kft, (2) removal of equipment of loops longer than 18 kft, (3) removal of bridged-taps on loops of any length.

- 2.2.4 BellSouth shall recover the cost of line conditioning requested by Adelphia through a recurring charge and/or nonrecurring charge(s) in accordance with the FCC's forward-looking pricing principles promulgated pursuant to section 252 (d) (1) of the Act and in compliance with FCC Rule 52.507 (e). The prices for Loop Conditioning shall be as set forth in Exhibit D. The prices identified are interim in nature and shall apply only until such time as the Commission establishes prices for Loop Conditioning in any final order. At such time as a final order is issued, the Parties shall "true up" any amounts paid for Loop Conditioning back to the Effective Date of this Agreement, or such other date as ordered by the Commission, as if Adelphia had purchased all Loop Conditioning at the Commission-established rates starting on that Effective Date.

2.3. Integrated Digital Loop Carriers

- 2.3.1 Where BellSouth uses Integrated Digital Loop Carrier (IDLC) systems to provide the local loop and BellSouth has a suitable alternate facility available, BellSouth will make arrangements to permit Adelphia to order a contiguous local loop. To the extent it is technically feasible, these arrangements will provide Adelphia with the capability to serve end users at a level that is at parity with the level of service BellSouth provides its customers. If no alternate facility is available or if a subloop cannot be made available in the context of that order, BellSouth will utilize its Special Construction (SC) process to determine the additional costs required to provision the loop facilities. Adelphia will then have the option of paying the one-time SC rates to place the loop facilities or Adelphia may choose some other method of providing service to the end-user (e.g., Resale, private facilities, etc.); provided that the one-time SC rate shall not exceed the costs that a similarly situated BellSouth retail end user customer would pay when requesting a new line to that location.

2.4 Network Interface Device

2.4.1 Definition

The NID is defined as any means of interconnection of end-user customer premises wiring to BellSouth's distribution plant, such as a cross-connect device used for that purpose. The NID is a single-line termination device or that portion of a multiple-line termination device required to terminate a single line or circuit at the premises. The NID features two independent chambers or divisions that separate the service provider's network from the End User's on-premises wiring. Each chamber or division contains the appropriate connection points or posts to which the service provider and the End User each make their connections. The NID provides a protective ground connection and is capable of terminating cables such as twisted pair cable.

- 2.4.2. BellSouth shall permit Adelphia to connect Adelphia's loop facilities to on-premises wiring through the BellSouth NID or at any other technically feasible point.
- 2.4.3. Access to Network Interface Device (NID)
- 2.4.3.1. Due to the wide variety of NIDs utilized by BellSouth (based on subscriber size and environmental considerations), Adelphia may access the on-premises wiring by any of the following means: BellSouth shall allow Adelphia to connect its loops directly to BellSouth's multi-line residential NID enclosures that have additional space and are not used by BellSouth or any other telecommunications carriers to provide service to the premise. Adelphia agrees to install compatible protectors and test jacks and to maintain the protection system and equipment and to indemnify BellSouth pursuant to Section 8 of the General Terms and Conditions of this Agreement.
- 2.4.3.2. Where an adequate length of on-premises wiring is present and environmental conditions permit, either Party may remove the on-premises wiring from the other Party's NID and connect that wire to that Party's own NID; or
- 2.4.3.3. Enter the subscriber access chamber or "side" of "dual chamber" NID enclosures for the purpose of extending a connectorized or spliced jumper wire from the on-premises wiring through a suitable "punch-out" hole of such NID enclosures; or
- 2.4.3.4. Request BellSouth to make other rearrangements to the on-premises wiring terminations or terminal enclosure on a time and materials cost basis to be charged to the requesting Party (i.e., Adelphia, its agent, the building owner or the subscriber). Such charges will be billed to the requesting Party.
- 2.4.3.5. In no case shall either Party remove or disconnect the other Party's loop facilities from either Party's NIDs, enclosures or protectors unless: (1) the Commission has expressly permitted a LEC to remove or disconnect BellSouth's loop facilities from BellSouth's NID, and (2) the removing Party provides prior notice to the other Party. In such cases, it shall be the responsibility of the Party disconnecting loop facilities to leave undisturbed the existing form of electrical protection (if applicable), to maintain the physical integrity of the NID. The Party disconnecting the loop will hold the other Party harmless for any liability associated with removal of the loop from the other Party's NID and the disconnecting Party will assume full liability for its actions and for any adverse consequences that may result solely from its actions. Furthermore, it shall be the responsibility of the disconnecting Party to reconnect the disconnected loop to a nationally-recognized-testing-laboratory-listed station protector which has been grounded as per Article 800 of the National Electrical Code within the NID. If no spare station protector exists in the NID, the disconnected loop must be appropriately cleared, capped and stored. If the disconnecting Party does not

wish to accept those responsibilities, other options exist in which BellSouth installs a NID as a chargeable option.

2.4.3.6. In no case shall either Party remove or disconnect ground wires from BellSouth's NIDs, enclosures, or protectors.

2.4.3.7. In no case shall either Party remove or disconnect NID modules, protectors, or terminals from BellSouth's NID enclosures.

2.4.3.8. Due to the wide variety of NID enclosures and outside plant environments BellSouth will work with Adelphia to develop specific procedures to establish the most effective means of implementing this Section, 2.4.3.

2.4.4 Technical Requirements

2.4.4.1 The NID shall provide an accessible point of interconnection and shall maintain a connection to ground.

2.4.4.2 The NID shall be capable of transferring electrical analog or digital signals between the subscriber's inside wiring and the Distribution Media and/or cross connect to Adelphia's NID, consistent with the NID's then-current function.

2.4.4.3 Where a BellSouth NID exists, it is provided in its "as is" condition. Adelphia may request BellSouth do additional work to the NID in accordance with Section 2.4.3.8.

2.4.4.4 When Adelphia deploys its own local loops with respect to multiple-line termination devices, Adelphia shall specify the quantity of NIDs connections that it requires within such device.

2.4.5 Interface Requirements

2.4.5.1 The NID shall be equal to or better than all of the requirements for NIDs set forth in the applicable industry standard technical references.

2.5 **Unbundled Loop Concentration (ULC) System**

2.5.1 BellSouth will provide to Adelphia Unbundled Loop Concentration (ULC) on a nondiscriminatory basis. Loop concentration systems in the central office concentrate the signals transmitted over local loops onto a digital loop carrier system. The concentration device is placed inside a BellSouth central office. BellSouth will offer ULC with a TR008 interface or a TR303 interface.

2.5.2 ULC will be offered in two sizes. System A will allow up to 96 BellSouth loops to be concentrated onto multiple DS1s. The high-speed connection from the concentrator

will be at the electrical DS1 level and may connect to Adelphia at Adelphia's collocation site. System B will allow up to 192 BellSouth loops to be concentrated onto multiple DS1s. System A may be upgraded to a System B. A minimum of two DS1s is required for each system (i.e., System A requires two DS1s and System B would require an additional two DS1s or four in total). All DS1 interfaces will terminate to the CLEC's collocation space. ULC service is offered with or without concentration and with or without protection. A Line Interface element will be required for each loop that is terminated onto the ULC system. Rates for ULC are as set forth in this Attachment.

2.6 Sub-loop Elements

2.6.1 Where facilities permit, as determined on a nondiscriminatory basis, and subject to applicable and effective FCC rules and orders, BellSouth shall offer nondiscriminatory access to its Unbundled Sub Loop (USL), Unbundled Subloop Concentration (USLC) System and Unbundled Network Terminating Wire (UNTW) elements. BellSouth shall provide non-discriminatory access, in accordance with 47 C.F.R. § 51.311 and section 251(c) (3) of the Act, to the subloop. On an unbundled basis and pursuant to the following terms and conditions and the rates approved by the Commission and set forth in this Attachment.

2.6.2 Subloop components include but are not limited to the following:

2.6.2.1 Unbundled Sub-Loop Distribution;

2.6.2.2 Unbundled Sub-Loop Concentration/Multiplexing Functionality; and

2.6.2.3 Unbundled Network Terminating Wire; and

2.6.2.4 Unbundled Sub-Loop Feeder.

2.6.3 Unbundled Sub-Loop (distribution facilities)

2.6.3.1 Definition

2.6.3.2 Subject to applicable and effective FCC rules and orders, the unbundled sub-loop distribution facility is dedicated transmission facility that BellSouth provides from a customer's point of demarcation to a BellSouth cross-connect device. The BellSouth cross-connect device may be located within a remote terminal (RT) or a stand-alone cross-box in the field or in the equipment room of a building. There are two offerings available for Unbundled Sub-Loops (USL):

- 2.6.3.3 Unbundled Sub-Loop Distribution (USL-D) will include the sub-loop facility from the cross-box in the field up to and including the point of demarcation.
- 2.6.3.4 BellSouth will also provide sub-loop interconnection to the intrabuilding network cable (INC) (riser cable). INC is the distribution facility inside a subscriber's building or between buildings on one customer's same premises (continuous property not separated by a public street or road). USL-INC (riser cable) will include the facility from the cross-connect device in the building equipment room up to and including the point of demarcation.
- 2.6.4. Requirements for Unbundled Sub-Loop Distribution Facilities
- 2.6.4.1 Unbundled Sub-Loop distribution facilities were originally built as part of the entire voice grade loop from the BellSouth central office to the customer network interface. Therefore, the Unbundled Sub-Loop distribution facilities may have load coils, which are necessary for transmission of voice grade services. The Unbundled Sub-Loops will be provided in accordance with technical reference TR73600.
- 2.6.4.2 Unbundled Sub-Loop distribution facilities shall support functions associated with provisioning, maintenance and testing of the Unbundled Sub-Loop. In a scenario that involves connection at a BellSouth cross-box located in the field, Adelphia would be required to deliver a cable to the BellSouth remote terminal or cross-box to provide continuity to Adelphia's feeder facilities. This cable would be connected, by a BellSouth technician, to a cross-connect panel within the BellSouth RT/cross-box. Adelphia's cable pairs can then be connected to BellSouth's USL within the BellSouth cross-box by the BellSouth technician. In a scenario that requires connection in a building equipment room, BellSouth will install a cross connect panel on which access to the requested sub-loops will be connected. The CLEC's cable pairs can then be connected to the Unbundled Sub-Loop pairs on this cross-connect panel by the BellSouth technician.
- 2.6.4.3 BellSouth will provide Unbundled Sub-Loops where available and technically feasible. Through the firm order Service Inquiry (SI) process, BellSouth will determine if it is technically feasible to place the required facilities where Adelphia has requested access to Unbundled Sub-Loops. If existing capacity is sufficient to meet the CLEC demand (as capacity shall be determined on a nondiscriminatory, first-come, first-served basis), then BellSouth will perform the set-up work as described in the next section 2.6.4.4. If any work must be done to modify existing BellSouth facilities or add new facilities (other than adding the cross-connect panel in a building equipment room as noted in 2.6.4.4) to accommodate Adelphia's request for Unbundled Sub-Loops, BellSouth will use its ULM or Special Construction (SC) process to determine the additional costs required to provision the Unbundled Sub-Loops; provided that the one-time SC rate shall not exceed the costs that a similarly

situated BellSouth retail end user customer would pay when requesting a new sub-loop to that location. Adelphia will then have the option of paying the one-time SC charge to modify the facilities to meet Adelphia's request.

- 2.6.4.4 During the initial set-up in a BellSouth cross-connect box in the field, the BellSouth technician will perform the necessary work to splice the CLEC's cable into the cross-connect box. For the set-up inside a building equipment room, BellSouth will perform the necessary work to install the cross-connect panel that will be used to provide access to the requested USLs. Once the set-up is complete, the CLEC requested sub-loop pairs would be provisioned through the service order process based on the submission of a LSR to the LCSC.
- 2.6.5 Interface Requirements
 - 2.6.5.1 Unbundled Sub-Loop shall be equal to or better than each of the applicable requirements set forth in the applicable industry standard technical references.
- 2.6.6 **Unbundled Sub-Loop Concentration System (USLC)**
 - 2.6.6.1 Where facilities permit (as determined on a nondiscriminatory basis) and where necessary to comply with an effective Commission order, BellSouth will provide Adelphia with the ability to concentrate its sub-loops onto multiple DS1s back to the BellSouth Central Office. The DS1s will then be terminated into Adelphia's collocation space. TR-008 and TR303 interface standards are available.
 - 2.6.6.2 USLC, using the Lucent Series 5 equipment, will be offered in two different systems. System A will allow up to 96 of Adelphia's sub-loops to be concentrated onto multiple DS1s. System B will allow an additional 96 of Adelphia's sub-loops to be concentrated onto multiple DS1s. One System A may be supplemented with one System B and they both must be physically located in a single Series 5 dual channel bank. A minimum of two DS1s is required for each system (i.e., System A requires two DS1s and System B would require an additional two DS1s or four in total). The DS1 level facility that connects the remote terminal (RT) site with the serving wire center is known as a Feeder Interface. All DS1 Feeder Interfaces will terminate to the CLEC's collocation space within the SWC that serves the RT where the CLEC's sub-loops are connected. USLC service is offered with or without concentration and with or without a protection DS1.
 - 2.6.6.3 In these scenarios Adelphia would be required to place a cross-box, RT, or other similar device and deliver a cable to the BellSouth remote terminal. This cable would be connected, by a BellSouth technician, to a cross-connect panel within the

BellSouth RT/cross-box and would allow Adelphia's sub-loops to then be placed on the ULSC and transported to its collocation space at a DS1 level.

2.6.7 Unbundled Network Terminating Wire (UNTW)

2.6.7.1 BellSouth agrees to offer its Unbundled Network Terminating Wire (UNTW) to Adelphia on a nondiscriminatory basis and pursuant to the following terms and conditions at rates as set forth in this Attachment.

2.6.7.2 Definition

2.6.7.2.1 Subject to applicable and effective FCC rules and orders, UNTW is a dedicated transmission facility that BellSouth provides from the Wiring Closet /Garden Terminal (or other type of cross-connect point) at the point of termination of BellSouth's loop distribution facilities to the end user's point of demarcation.

2.6.7.3 Requirements

2.6.7.3.1 BellSouth will offer spare pairs that are available to an end user's premises to Adelphia. Available spare pairs are defined as pairs that are not being utilized by BellSouth or by a third party to provide an end user with working service at the time of Adelphia's request for UNTW. If no spare pairs are available and the end user is no longer using BellSouth's local service, BellSouth will relinquish the first pair to Adelphia. If after BellSouth has relinquished the first pair to Adelphia and the end user decides to change local service providers to BellSouth, Adelphia will relinquish the first pair back to BellSouth.

2.6.7.3.2 Notwithstanding the foregoing, should BellSouth subsequently require the use of additional pair(s) to provide for the activation of additional lines in an end users premises in response to a request from such end user, Adelphia agrees to surrender their spare pair(s) upon request by BellSouth.

2.6.7.3.3 If an end user of Adelphia desires to receive local exchange service from a service provider who is not a Party to this Agreement, and such third party service provider needs access to the BellSouth UNTW to provide local exchange service to the end user, then Adelphia agrees to surrender the requisite number of its inactive spare pair(s) of BellSouth's UNTW if no other spare pair is available and upon request by BellSouth.

2.6.7.3.4 If Adelphia has placed NTW at a location and an end user desires to receive local exchange service from BellSouth and BellSouth needs access to Adelphia's NTW to provide local exchange service to the end user, then upon request by BellSouth, Adelphia may, at its sole discretion, offer to lease the requisite number of its spare pair(s) to BellSouth at rates and terms to be negotiated by the Parties.

- 2.6.7.3.5 In new construction, where possible, both Parties may at their option and with the property owner's agreement install their own NTW. In existing construction, BellSouth shall not be required to install new or additional NTW beyond existing NTW to provision the services to the CLEC.

2.6.8 Technical Requirements

- 2.6.8.1 In these scenarios, BellSouth will connect the requested UNTW pairs to a single point of interconnection (SPOI) designed for CLEC access to BellSouth's NTW. The SPOI will be installed either near BellSouth's garden terminal or wiring closet. Adelphia will be required to place a cross-box, terminal or other similar device and deliver a cable to this SPOI. Adelphia will then connect their cable to the cross-connect panel to access the requested UNTW pairs.

2.7 **Dark Fiber Loops**

2.7.1 Definition

Dark Fiber is an optical transmission facility without attached multiplexing, aggregation or other electronics that connects two points within BellSouth's network. Dark Fiber is unused strands of optical fiber. It may be strands of optical fiber existing in aerial or underground structure. No line terminating elements terminated to such strands to operationalize its transmission capabilities will be available. No regeneration or optical amplification will be included with this element.

2.7.2 Requirements

- 2.7.2.1 BellSouth shall make available Dark Fiber on a nondiscriminatory basis where it exists in BellSouth's network and where, as a result of future building or deployment, it becomes available. If BellSouth has pre-existing plans to make specific use of the fiber within a two-year planning period, there is no requirement to provide said fiber to Adelphia, provided that upon Adelphia's request, BellSouth shall provide written certification to Adelphia that BellSouth has plans to use such fiber and shall describe generally its plans to make such use, subject to Adelphia's representative signing a separate confidentiality agreement with respect to the disclosure of such plans.

- 2.7.2.2 If the requested dark fiber has any lightwave repeater equipment interspliced to it, BellSouth will remove such equipment at Adelphia's request subject to time and materials charges.

- 2.7.2.3 Adelphia may test the quality of the Dark Fiber to confirm its usability and performance specifications.

- 2.7.2.4 BellSouth shall use its best efforts to provide to Adelphia information regarding the location, availability and performance of Dark Fiber within ten (10) business days for

a records based answer and twenty (20) business days for a field based answer, after receiving a request from Adelphia ("Request"). Within such time period, BellSouth shall send written confirmation of availability of the Dark Fiber ("Confirmation"). From the time of the Request to forty-five (45) days after Confirmation, BellSouth shall hold such requested Dark Fiber for Adelphia's use and may not allow any other party to use such media, including BellSouth.

2.7.2.5 BellSouth shall use its best efforts to make Dark Fiber available to Adelphia within thirty (30) business days after it receives written confirmation from Adelphia that the Dark Fiber previously deemed available by BellSouth is wanted for use by Adelphia. This includes identification of appropriate connection points (e.g., Light Guide Interconnection (LGX) or splice points) to enable Adelphia to connect or splice Adelphia provided transmission media (e.g., optical fiber) or equipment to the Dark Fiber.

2.7.2.6 Dark Fiber shall meet the manufacturer's design specifications.

2.7.2.7 Adelphia may splice and test Dark Fiber obtained from BellSouth using Adelphia or Adelphia designated personnel. BellSouth shall provide appropriate interfaces to allow splicing and testing of Dark Fiber. BellSouth shall provide an excess cable length of 25 feet minimum (for fiber in underground conduit) to allow the uncoiled fiber to reach from the manhole to a splicing van.

2.8 Rates

The prices that Adelphia shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit D to this Attachment.

2.9 Operational Support Systems (OSS)

BellSouth has developed and made available the following mechanized systems by which Adelphia may submit LSRs electronically.

LENS	Local Exchange Navigation System
EDI	Electronic Data Interchange
TAG	Telecommunications Access Gateway

2.9.1 LSRs submitted by means of one of these interactive interfaces will incur an OSS electronic ordering charge as specified in the table below. An individual LSR will be identified for billing purposes by its Purchase Order Number (PON). LSRs submitted by means other than one of these interactive interfaces (mail, fax, courier, etc.) will incur a manual order charge as specified in the table below:

OPERATIONAL SUPPORT SYSTEMS	AL, GA, LA, MS, NC, SC	FL, KY, TN
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OSS LSR charge, per LSR received from the CLEC by one of the OSS interactive interfaces	\$3.50 SOMECH	\$3.50 SOMECH
Incremental charge per LSR received from the CLEC by means other than one of the OSS interactive interfaces	See applicable rate element	\$19.99 SOMAN

2.9.2 Denial/Restoral OSS Charge

In the event Adelphia provides a list of customers to be denied and restored, rather than an LSR, each location on the list will require a separate PON and, therefore will be billed as one LSR per location.

2.9.3 Cancellation OSS Charge

Adelphia will incur an OSS charge for an accepted LSR that is later canceled by Adelphia.

Note: Supplements or clarifications to a previously billed LSR will not incur another OSS charge.

2.9.4 Network Elements and Other Services Manual Additive

2.9.4.1 The Commissions in some states have ordered per-element manual additive non-recurring charges (NRC) for Network Elements and Other Services ordered by means other than one of the interactive interfaces. These ordered Network Elements and Other Services manual additive NRCs will apply in these states, rather than the charge per LSR. The per-element charges are listed on the Rate Tables in Exhibit D.

2.10 Preordering Loop Makeup (LMU)

2.10.1 Description of Service

2.10.1.1 BellSouth shall make available to Adelphia with loop makeup (LMU) data for BellSouth's network facilities. This section addresses LMU as a preordering transaction, distinct from Adelphia ordering any other service(s). Loop Makeup Service Inquiries (LMUSI) for preordering loop makeup are likewise unique from other preordering functions with associated service inquiries (SI) as described in this Agreement.

2.10.1.2 BellSouth will provide Adelphia with loop makeup information consisting of the composition of the loop material (copper/fiber); the existence, location and type of equipment on the loop, including but not limited to digital loop carrier or other remote concentration devices, feeder/distribution interfaces, bridge taps, load coils, pair-gain devices; the loop length; and the wire gauge. The LMUSI may be utilized by Adelphia for the purpose of determining whether the loop requested is capable of supporting DSL service or other advanced data services. The determination shall be

made solely by Adelphia and BellSouth shall not be liable in any way for the performance of the advanced data services provisioned over said loop.

2.10.1.3 BellSouth's LMU information is provided to Adelphia as it exists either in BellSouth's databases or in its hard copy facility records. BellSouth does not guarantee accuracy or reliability of the LMU information provided.

2.10.1.4 Targeted deployment of this service commences in the month of July, 2000.

2.10.2 Submitting Loop Makeup Service Inquiries

Adelphia will be able to obtain LMU information by submitting a LMUSI mechanically or manually. Mechanized LMUSIs should be submitted through BellSouth's Operational Support Systems interfaces. After obtaining the resulting loop data from the mechanized LMUSI process, if Adelphia determines that it needs further loop data information in order to make a determination of loop service capability, Adelphia may initiate a separate manual SI for a separate nonrecurring charge as set forth in Attachment 2, Section 1.3.

2.10.2.1 Manual LMUSIs shall be submitted on the preordering manual LMUSI form by means of fax or electronic-mail to BellSouth's Complex Resale Support Group (CRSG)/Account Team utilizing the Preordering Loop Makeup Service Inquiry form. The standard service interval for the return of a Loop Makeup Manual Service Inquiry is seven business days. This service interval is distinct from the interval applied to the subsequent service order. Manual LMUSIs are not subject to expedite requests.

2.10.3 LMUSI Types & Associated Charges

Adelphia may request LMU information by submitting LMUSIs in accordance with the rate elements listed below.

LOOP MAKEUP SERVICE INQUIRIES	USOC	NRC - All States
MANUAL		
Loop Makeup - Preordering Without Reservation, per working facility queried (Manual)	UMKLW	\$134
Loop Makeup - Preordering Without Reservation, per spare facility queried (Manual) <i>Maximum number of spare facilities per manual LMUSI is (3).</i>	UMKLW	\$134
Loop Makeup - Preordering With Reservation, per spare facility queried (Manual) <i>Maximum number of spare facilities per manual LMUSI is (3).</i>	UMKLP	\$140
MECHANIZED		

Loop Makeup - Preordering Without Reservation, per working facility queried (Mechanized)	TBD	\$1.08
Loop Makeup - Preordering Without Reservation, per spare facility queried (Mechanized) <i>Maximum number of spare facilities per mechanized LMUSI is (10).]</i>	TBD	\$1.08
Loop Makeup - Preordering With Reservation, per spare facility queried (Mechanized) <i>Maximum number of spare facilities per mechanized LMUSI is (10).]</i>	TBD	\$1.08

- 2.10.3.1 Adelphia will be assessed a nonrecurring charge for each facility queried as specified in the table above. Rates for all states are interim and subject to true-up pending approval of final rates by the respective State Commissions. True-ups will be retroactive to the effective date of this Agreement .
- 2.10.3.2 Adelphia may reserve facilities for up to four (4) days in connection with a LMUSI. Reserved facilities for which Adelphia does not plan to place a UNE local service request (LSR) should be cancelled by Adelphia. Should Adelphia wish to cancel a reservation on a spare facility, the cancellation will require a facility reservation number (RESID/FRN).
- 2.10.3.3 The reservation holding timeframe is a maximum of four days from the time that BellSouth's LMU information is returned to Adelphia for the facility queried. During this holding time and prior to Adelphia's placement of an LSR, the reserved facilities are rendered unavailable to other customers, whether for CLEC(s) or for BellSouth. Notwithstanding the foregoing, BellSouth does not guarantee that a reservation will result in the assurance of Adelphia's ability to order the exact facility reserved.
- 2.10.3.4 If Adelphia does not submit an LSR for a UNE service order on a reserved facility within the four-day reservation timeframe, the reservation of that spare facility will become invalid and the facility will be released.
- 2.10.3.5 Charges for preordering LMUSI are separate from any charges associated with ordering other services from BellSouth.
- 2.10.4 Ordering of Other UNE Services
- 2.10.4.1 Whenever Adelphia has reserved a facility through BellSouth's preordering LMU service, should Adelphia seek to place a subsequent UNE LSR on a reserved facility, Adelphia shall provide BellSouth the RESID/FRN of the single spare facility on the appropriate UNE LSR, Adelphia will be billed the appropriate rate element for the

specific type UNE loop ordered by Adelphia as set forth in this Attachment. Adelphia will not be billed any additional Loop Makeup charges for the loop so ordered.

- 2.10.4.2 Should Adelphia choose to place a UNE LSR having previously submitted a request for preordering LMU without a reservation, Adelphia will be billed the appropriate rate element for the specific UNE loop ordered as well as additional Loop Makeup charges as set forth in this Attachment. Rates are provided in the UNE Rate Exhibits for Attachment 2.
- 2.10.4.3 Where Adelphia submits an LSR to order facilities reserved during the LMUSI process, BellSouth will use its best efforts to assign to Adelphia the facility reserved as indicated on the return of the LMU. Multi-facility reservations per single RESID/FRN as provided with the mechanized LMUSI process are less likely to result in the specific assignment requested by Adelphia. For those occasions when BellSouth's assignment system cannot assign the specific facility reserved by Adelphia during the LMU pre-ordering transaction, BellSouth will assign to Adelphia, subject to availability, a facility that meets the BellSouth technical standards of the BellSouth type loop as ordered by Adelphia. If the ordered loop type is not available, Adelphia may utilize the Unbundled Loop Modification process or the Special Construction process, as applicable, to obtain the loop type ordered.
- 2.10.4.4 BellSouth offers LMU information for the sole purpose of allowing Adelphia to determine whether, in Adelphia's judgment, BellSouth's loops will support the specific services that Adelphia wishes to provide over those loops. Adelphia may choose to use equipment that it deems will enable it to provide a certain type and level of service over a particular BellSouth loop; however, such configurations may not match BellSouth's or the industry's standards and specifications for the intended type and level of service. Accordingly, Adelphia shall be responsible for insuring that the specific loop type (ADSL, HDSL, or otherwise) ordered on the LSR matches the LMU of the facility requested. Adelphia bears full responsibility for being knowledgeable of BellSouth's technical standards and the specifications of BellSouth's loops. Adelphia bears full responsibility for making the appropriate ordering decisions of matching BellSouth loops with Adelphia's equipment for accomplishing Adelphia's end goal for the intended service it wishes to provide its end-user(s). Adelphia is fully responsible for any of its service configurations that may differ from BellSouth's technical standard for the loop type ordered.

3. High Frequency Spectrum Network Element

3.1 General

- 3.1.1 BellSouth shall provide Adelphia access to the high frequency portion of the local loop as an unbundled network element ("High Frequency Spectrum") at the rates set

forth in Section 4 herein. BellSouth shall provide Adelphia with the High Frequency Spectrum irrespective of whether BellSouth chooses to offer xDSL services on the loop.

- 3.1.2 The High Frequency Spectrum is defined as the frequency range above the voiceband on a copper loop facility carrying analog circuit-switched voiceband transmissions. Access to the High Frequency Spectrum is intended to allow Adelphia the ability to provide Digital Subscriber Line ("xDSL") data services to the end user on the same loop over which BellSouth provides voice services. The High Frequency Spectrum shall be available for any version of xDSL presumed acceptable for deployment pursuant to 47 C.F.R. Section 51.230, including, but not limited to, ADSL, RADSL, and any other xDSL technology that is presumed to be acceptable for deployment pursuant to FCC and Commission rules. BellSouth will continue to have access to the low frequency portion of the loop spectrum (from 300 Hertz to at least 3000 Hertz, and potentially up to 3400 Hertz, depending on equipment and facilities) for the purposes of providing voice service. Adelphia shall only use xDSL technology that is within the PSD mask parameters set forth in T1.413 or other applicable industry standards. Adelphia shall provision xDSL service on the High Frequency Spectrum in accordance with the applicable Technical Specifications and Standards.
- 3.1.3 The following loop requirements are necessary for Adelphia to be able to access the High Frequency Spectrum: an unconditioned, 2-wire copper loop. An unconditioned loop is a copper loop with no load coils, low-pass filters, range extenders, DAMLs, or similar devices and minimal bridged taps consistent with ANSI T1.413 and T1.601. The process of removing such devices is called "conditioning." BellSouth shall charge and Adelphia shall pay as interim rates, the same rates that BellSouth charges for conditioning stand-alone loops (e.g., unbundled copper loops, ADSL loops, and HDSL loops) until permanent pricing for loop conditioning is established either by mutual agreement or by a state public utility commission. The interim costs for conditioning are subject to true up as provided in paragraph 4.0. BellSouth will condition loops to enable Adelphia to provide xDSL-based services on the same loops the incumbent is providing analog voice service, regardless of loop length. BellSouth is not required to condition a loop for shared-line xDSL if conditioning of that loop significantly degrades, from the perspective of an end user, BellSouth's voice service. BellSouth shall charge, and Adelphia shall pay, for such conditioning the same rates BellSouth charges for conditioning stand-alone loops (e.g., unbundled copper loops, ADSL loops, and HDSL loops.) If Adelphia requests that BellSouth condition a loop longer than 18,000 ft. and such conditioning significantly degrades, from the perspective of an end user, the voice services on the loop, Adelphia shall pay for the loop to be restored to its original state.

- 3.1.4 Adelphia's termination point is the point of termination for Adelphia on the toll main distributing frame in the central office ("Termination Point"). BellSouth will use jumpers to connect the Adelphia's connecting block to the splitter. The splitter will route the High Frequency Spectrum on the circuit to the Adelphia's xDSL equipment in the Adelphia's collocation space.
- 3.1.5 Adelphia shall have access to the splitter for test purposes, irrespective of where the splitter is placed in the BellSouth premises. Should Adelphia desire to collocate its own splitter, the Parties will negotiate the terms and conditions associated with Adelphia's provision of its own splitter.
- 3.2 Provisioning of High Frequency Spectrum and Splitter Space
- 3.2.1 BellSouth will provide Adelphia with access to the High Frequency Spectrum as follows:
- 3.2.1.1 BellSouth is unable to obtain a sufficient number of splitters for placement in all central offices requested by competitive local exchange carriers ("CLECs") by June 6, 2000. Therefore, BellSouth, Adelphia and other CLECs have developed a process for allocating the initial orders of splitters. BellSouth will install all splitters ordered on or before April 26, 2000, in accordance with the schedule set forth in Attachment 1 of this Agreement. Once all splitters ordered by all CLECs on or before April 26, 2000, have been installed, BellSouth will install splitters within forty-two (42) calendar days of Adelphia's submission of such order to the BellSouth Complex Resale Support Group; provided, however, that in the event BellSouth did not have reasonable notice that a particular central office was to have a splitter installed therein, the forty-two (42) day interval shall not apply. Collocation itself or an application for collocation will serve as reasonable notice. BellSouth and Adelphia will reevaluate this forty-two (42) day interval on or before August 1, 2000.
- 3.2.1.2 After June 6, 2000, once a splitter is installed on behalf of Adelphia in a central office, Adelphia shall be entitled to order the High Frequency Spectrum on lines served out of that central office.
- 3.2.1.3 BellSouth will select, purchase, install, and maintain a central office POTS splitter and provide Adelphia access to data ports on the splitter. In the event that BellSouth elects to use a brand of splitter other than Siecor, the Parties shall renegotiate the recurring and non-recurring rates associated with the splitter. In the event the Parties cannot agree upon such rates, the then current rates (final or interim) for the Siecor splitter shall be the interim rates for the new splitter. BellSouth will provide Adelphia with a carrier notification letter at least 30 days before such change and shall work collaboratively with Adelphia to select a mutually agreeable brand of splitter for use

- 3.4.2 BellSouth will be responsible for repairing voice services and the physical line between the network interface device at the customer premise and the Termination Point of demarcation in the central office. Adelphia will be responsible for repairing data services. Each Party will be responsible for maintaining its own equipment.
- 3.4.3 If the problem encountered appears to impact primarily the xDSL service, the end user should call Adelphia. If the problem impacts primarily the voice service, the end user should call BellSouth. If both services are impaired, the recipient of the call should coordinate with the other service provider(s). Neither Party will initiate any marketing efforts with respect to the other Party's service nor make any remarks as to the services provided by the other Party.
- 3.4.4 BellSouth and Adelphia will work together to diagnose and resolve any troubles reported by the end-user and to develop a process for repair of lines as to which Adelphia has access to the High Frequency Spectrum. The Parties will continue to work together to address customer initiated repair requests and other customer impacting maintenance issues to better support unbundling of High Frequency Spectrum.
- 3.4.5 The Parties will be responsible for testing and isolating troubles on its respective portion of the loop. Once a Party ("Reporting Party") has isolated a trouble to the other Party's ("Repairing Party") portion of the loop, the Reporting Party will notify the Repairing Party that the trouble is on the Repairing Party's portion of the loop. The Repairing Party will take the actions necessary to repair the loop if it determines a trouble exists in its portion of the loop.
- 3.4.6 If a trouble is reported on either Party's portion of the loop and no trouble actually exists, the Repairing Party may charge the Reporting Party for any dispatching and testing (both inside and outside the central office) required by the Repairing Party in order to confirm the loop's working status.
- 3.4.7 In the event Adelphia's deployment of xDSL on the High Frequency Spectrum significantly degrades, from the perspective of the end user, the performance of other advanced services or of BellSouth's voice service on the same loop, BellSouth shall notify Adelphia and allow twenty-four (24) hours to cure the trouble. If Adelphia fails to resolve the trouble, BellSouth may discontinue Adelphia's access to the High Frequency Spectrum on such loop.
- 3.5 Pricing
- 3.5.1 BellSouth and Adelphia agree to the negotiated, interim rates for the High Frequency Spectrum set forth in Appendix D. All interim prices will be subject to true up based

on either mutually agreed to permanent pricing or permanent pricing established in a line sharing cost proceeding conducted by the Commission. In the event interim prices are established by the Commission before permanent prices are established, either through arbitration or some other mechanism, the interim prices established in this Agreement will be changed to reflect the interim prices mandated by the Commission; however, no true up will be performed until mutually agreed to permanent prices are established or permanent prices are established by the Commission. Once a docket in a particular state in BellSouth's region has been opened to determine permanent prices for the High Frequency Spectrum, BellSouth will provide cost studies for that state for the High Frequency Spectrum upon Adelphia's written request, within 30 days or such other date as may be ordered by the Commission. All cost related information shall be provided pursuant to a proprietary, non-disclosure agreement.

- 3.5.2 BellSouth and Adelphia enter into this Agreement without waiving current or future relevant legal rights and without prejudicing any position BellSouth or Adelphia may take on relevant issues before state or federal regulatory or legislative bodies or courts of competent jurisdiction. This clause specifically contemplates but is not limited to: (a) the positions BellSouth or Adelphia may take in any cost docket related to the terms and conditions associated with access to the High Frequency Spectrum; and (b) the positions that BellSouth or Adelphia might take before the FCC or any state public utility commission related to the terms and conditions under which BellSouth must provide Adelphia with access to the High Frequency Spectrum. The interim rates set forth herein were adopted as a result of a compromise between the parties and do not reflect either party's position as to final rates for access to the High Frequency Spectrum.

4. **Switching**

All of the negotiated rates, terms and conditions set forth in this Section pertain to the provision of local and tandem switching.

4.1 **Local Switching**

BellSouth shall provide non-discriminatory access to local circuit switching capability, and local tandem switching capability, on an unbundled basis, except as set forth below in Section 3.1.3 to Adelphia for the provision of a telecommunications service. BellSouth shall provide non-discriminatory access to packet switching capability on an unbundled basis to Adelphia for the provision of a telecommunications service only in the limited circumstance described below in Section 3.5.

4.1.1 Except as otherwise provided herein, BellSouth shall not impose any restrictions on Adelphia regarding the use of Switching Capabilities purchased from BellSouth provided such use does not result in demonstrable harm to either the BellSouth network or personnel or the use of the BellSouth network by BellSouth or any other telecommunication carrier.

4.1.2 Local Circuit Switching Capability, including Tandem Switching Capability

4.1.2.1 Definition

Local Circuit Switching Capability is defined as: (A) line-side facilities, which include, but are not limited to, the connection between a loop termination at a main distribution frame and a switch line card; (B) trunk-side facilities, which include, but are not limited to, the connection between trunk termination at a trunk-side cross-connect panel and a switch trunk card; and (C) All features, functions, and capabilities of the switch, which include, but are not limited to: (1) the basic switching function of connecting lines to lines, line to trunks, trunks to lines, and trunks to trunks, as well as the same basic capabilities made available to BellSouth's customers, such as a telephone number, white page listings, and dial tone; and (2) all other features that the switch is capable of providing, including but not limited to customer calling, customer local area signaling service features, and Centrex, as well as any technically feasible customized routing functions provided by the switch; (D) switching provided by remote switching modules.

4.1.2.2 When utilizing BellSouth's local circuit switching capability, local traffic shall be defined as set forth in Part B of the General Terms and Conditions.

4.1.3 Notwithstanding BellSouth's general duty to unbundle local circuit switching, BellSouth shall not be required to unbundle local circuit switching for Adelphia when Adelphia serves end-users with four (4) or more voice-grade (DS-0) equivalents or lines in locations served by BellSouth's local circuit switches, which are in the following MSAs: Atlanta, GA; Miami, FL; Orlando, FL; Ft. Lauderdale, FL; Charlotte-Gastonia-Rock Hill, NC; Greensboro-Winston Salem-High Point, NC; Nashville, TN; and New Orleans, LA, and BellSouth has provided non-discriminatory cost based access to the Enhanced Extended Link (EEL) throughout Density Zone 1 as determined by NECA Tariff No. 4 as in effect on January 1, 1999.

4.1.4 In the event that Adelphia orders local circuit switching for a single end user account name at a single physical end user location with four (4) or more two (2) wire voice-grade loops from a BellSouth central office located in those MSAs listed in Section 3.1.3 above, BellSouth shall charge Adelphia a rate to be negotiated for use of the local circuit switching functionality for the affected facilities, or in the alternative, to

charge Adelphia the local services resale rate for use of all Combinations used to provide the affected facilities to Adelphia.

- 4.1.5 A featureless port is one that has a line port, switching facilities, and an interoffice port. A featured port is a port that includes all features then capable or a number of then capable features specifically requested by Adelphia. Any features that are not currently then capable but are technically feasible through the switch can be requested through the BFR process.
- 4.1.6 BellSouth will provide to Adelphia customized routing of calls: (i) to a requested directory assistance services platform; (ii) to an operator services platform pursuant to Section 10 of Attachment 2; (iii) for Adelphia's PIC'ed toll traffic in a two (2) PIC environment to an alternative OS/DA platform designated by Adelphia. Adelphia customers may use the same dialing arrangements as BellSouth customers.
- 4.1.7 Remote Switching Module functionality is included in Switching Capability. The switching capabilities used will be based on the line side features they support.
- 4.1.8 Switching Capability will also be capable of routing local, intraLATA, interLATA, and calls to international customer's preferred carrier; call features (e.g. call forwarding) and Centrex capabilities.
- 4.1.9 Where required to do so in order to comply with an effective Commission order, BellSouth will provide to Adelphia purchasing local BellSouth switching or reselling BellSouth local exchange service under Attachment 1, selective routing of calls to a requested directory assistance services platform or operator services platform. Adelphia customers may use the same dialing arrangements as BellSouth customers, but obtain a Adelphia branded service.
- 4.2 Technical Requirements
- 4.2.1 The requirements set forth in this Section apply to Local Switching, but not to the Data Switching function of Local Switching.
- 4.2.1.1 Local Switching shall be equal to or better than the requirements for Local Switching set forth in the applicable industry standard technical references.
- 4.2.1.2 When applicable, BellSouth shall route calls to the appropriate trunk or lines for call origination or termination.
- 4.2.1.3 Subject to this section, BellSouth shall route calls on a per line or per screening class basis to (1) BellSouth platforms providing Network Elements or additional requirements (2) Operator Services platforms, (3) Directory Assistance platforms, and (4) Repair Centers. Any other routing requests by Adelphia will be made pursuant to

the Bonâ Fidé Request/ New Business Request Process as set forth in General Terms and Conditions.

- 4.2.1.4 BellSouth shall provide unbranded recorded announcements and call progress tones to alert callers of call progress and disposition.
- 4.2.1.5 BellSouth shall activate service for an Adelphia customer or network interconnection on any of the Local Switching interfaces. This includes provisioning changes to change a customer from BellSouth's services to Adelphia's services without loss of switch feature functionality as defined in this Agreement.
- 4.2.1.6 BellSouth shall perform routine testing (e.g., Mechanized Loop Tests (MLT) and test calls such as 105, 107 and 108 type calls) and fault isolation on a mutually agreed upon schedule.
- 4.2.1.7 BellSouth shall repair and restore any equipment or any other maintainable component that may adversely impact Local Switching.
- 4.2.1.8 BellSouth shall control congestion points such as those caused by radio station call-ins, and network routing abnormalities. All traffic shall be restricted in a non-discriminatory manner.
- 4.2.1.9 BellSouth shall perform manual call trace and permit customer originated call trace.
- 4.2.1.10 Special Services provided by BellSouth will include the following:
 - 4.2.1.10.1 Telephone Service Prioritization;
 - 4.2.1.10.2 Related services for handicapped;
 - 4.2.1.10.3 Soft dial tone where required by law; and
 - 4.2.1.10.4 Any other service required by law.
- 4.2.1.11 BellSouth shall provide Switching Service Point (SSP) capabilities and signaling software to interconnect the signaling links destined to the Signaling Transfer Point Switch (STPS). These capabilities shall adhere to the technical specifications set forth in the applicable industry standard technical references.
- 4.2.1.12 BellSouth shall provide interfaces to adjuncts through Telcordia (formerly BellCore) standard interfaces. These adjuncts can include, but are not limited to, the Service Circuit Node and Automatic Call Distributors.
- 4.2.1.13 BellSouth shall provide performance data regarding a customer line, traffic characteristics or other measurable elements to Adelphia, upon a reasonable request

from Adelphia. CLEC will pay BellSouth for all costs incurred to provide such performance data through the New Business Request process described in Attachment 12.

- 4.2.1.14 BellSouth shall offer Local Switching that provides feature offerings at parity to those provided by BellSouth to itself or any other Party. Such feature offerings shall include but are not limited to:
 - 4.2.1.14.1 Basic and primary rate ISDN;
 - 4.2.1.14.2 Residential features;
 - 4.2.1.14.3 Customer Local Area Signaling Services (CLASS/LASS);
 - 4.2.1.14.4 CENTREX (including equivalent administrative capabilities, such as customer accessible reconfiguration and detailed message recording); and
 - 4.2.1.14.5 Advanced intelligent network triggers supporting Adelphia and BellSouth service applications.
- 4.2.2 BellSouth shall offer to Adelphia all available AIN triggers in connection with its SMS/SCE offering which are supported by BellSouth for offering AIN-based services. These currently include, but may not be limited to:
 - 4.2.2.1 Off-Hook Immediate
 - 4.2.2.2 Off-Hook Delay
 - 4.2.2.3 Termination Attempt
 - 4.2.2.4 6/10 Public Office Dialing Plan
 - 4.2.2.5 Feature Code Dialing
 - 4.2.2.6 Customer Dialing Plan
- 4.2.3 When the following triggers are supported by BellSouth, BellSouth will make these triggers available to Adelphia:
 - 4.2.3.1 Private EAMF Trunk
 - 4.2.3.2 Shared Interoffice Trunk (EAMF, SS7)
 - 4.2.3.3 N11

4.2.3.4 Automatic Route Selection

4.2.4 Where capacity exists, BellSouth shall assign each Adelphia customer line the class of service designated by Adelphia (e.g., using line class codes or other switch specific provisioning methods), and shall route directory assistance calls from Adelphia customers to Adelphia directory assistance operators at Adelphia's option.

4.2.5 Where capacity exists, BellSouth shall assign each Adelphia customer line the class of services designated by Adelphia (e.g., using line class codes or other switch specific provisioning methods) and shall route operator calls from Adelphia customers to Adelphia operators at Adelphia's option. For example, BellSouth may translate 0- and 0+ intraLATA traffic, and route the call through appropriate trunks to an Adelphia Operator Services Position System (OSPS). Calls from Local Switching must pass the ANI-II digits unchanged.

4.2.6 Local Switching shall be offered in accordance with the technical specifications set forth in the applicable industry standard references.

4.2.7 Interface Requirements

4.2.7.1 BellSouth shall provide all technically feasible and available interfaces to loops, including the following interfaces to loops:

4.2.7.1.1 Standard Tip/Ring interface including loopstart or groundstart, on-hook signaling (e.g., for calling number, calling name and message waiting lamp);

4.2.7.1.2 Coin phone signaling;

4.2.7.1.3 Basic Rate Interface ISDN adhering to appropriate Telcordia (formerly BellCore) Technical Requirements;

4.2.7.1.4 Two-wire analog interface to PBX;

4.2.7.1.5 Four-wire analog interface to PBX;

4.2.7.1.6 Four-wire DS1 interface to PBX or customer provided equipment (e.g. computers and voice response systems);

4.2.7.1.7 Primary Rate ISDN to PBX adhering to ANSI standards Q.931, Q.932 and appropriate Telcordia (formerly BellCore) Technical Requirements;

4.2.7.1.8 Switched Fractional DS1 with capabilities to configure Nx64 channels (where N = 1 to 24); and

- 4.2.7.1.9 Loops adhering to Telcordia (formerly BellCore) TR-NWT-08 and TR-NWT-303 specifications to interconnect Digital Loop Carriers.
- 4.2.7.2 BellSouth shall provide access to the following but not limited to:
 - 4.2.7.2.1 SS7 Signaling Network or Multi-Frequency trunking if requested by Adelphia;
 - 4.2.7.2.2 Interface to Adelphia operator services systems or Operator Services through appropriate trunk interconnections for the system; and
 - 4.2.7.2.3 Interface to Adelphia Directory Assistance Services through the Adelphia switched network or to Directory Assistance Services through the appropriate trunk interconnections for the system; and 950 access or other Adelphia required access to interexchange carriers as requested through appropriate trunk interfaces.
- 4.3 **Tandem Switching**
 - 4.3.1 Definition

Tandem Switching is the function that establishes a communications path between two switching offices through a third switching office (the Tandem switch).
 - 4.3.2 Technical Requirements
 - 4.3.2.1 Tandem Switching shall have the same capabilities or equivalent capabilities as those described in Bell Communications Research TR-TSY-000540 Issue 2R2, Tandem Supplement, 6/1/90. The requirements for Tandem Switching include, but are not limited to the following:
 - 4.3.2.1.1 Tandem Switching shall provide signaling to establish a tandem connection;
 - 4.3.2.1.2 Tandem Switching will provide screening as jointly agreed to by Adelphia and BellSouth;
 - 4.3.2.1.3 Tandem Switching shall provide Advanced Intelligent Network triggers supporting AIN features where such routing is not available from the originating end office switch, to the extent such Tandem switch has such capability;
 - 4.3.2.1.4 Tandem Switching shall provide access to Toll Free number portability database as designated by Adelphia;
 - 4.3.2.1.5 Tandem Switching shall provide all trunk interconnections discussed under the "Network Interconnection" section (e.g., SS7, MF, DTMF, DialPulse, PRI-ISDN, DID, and CAMA-ANI (if appropriate for 911));

- 4.3.2.1.5.1 Tandem Switching shall provide connectivity to PSAPs where 911 solutions are deployed and the tandem is used for 911; and
- 4.3.2.1.5.2 Where appropriate, Tandem Switching shall provide connectivity to transit traffic to and from other carriers.
- 4.3.2.1.6 Tandem Switching shall accept connections (including the necessary signaling and trunking interconnections) between end offices, other tandems, IXC's, ICO's, CAP's and CLEC switches.
- 4.3.2.1.7 Tandem Switching shall provide local tandeming functionality between two end offices including two offices belonging to different CLEC's (e.g., between a CLEC end office and the end office of another CLEC).
- 4.3.2.1.8 Tandem Switching shall preserve CLASS/LASS features and Caller ID as traffic is processed.
- 4.3.2.1.9 Tandem Switching shall record billable events and send them to the area billing centers designated by Adelphia. Tandem Switching will provide recording of all billable events as jointly agreed to by Adelphia and BellSouth.
- 4.3.2.1.10 Upon a reasonable request from Adelphia, BellSouth shall perform routine testing and fault isolation on the underlying switch that is providing Tandem Switching and all its interconnections. The results and reports of the testing shall be made immediately available to Adelphia.
- 4.3.2.1.11 BellSouth shall maintain Adelphia's trunks and interconnections associated with Tandem Switching at least at parity to its own trunks and interconnections.
- 4.3.2.1.12 BellSouth shall control congestion points and network abnormalities. All traffic will be restricted in a non-discriminatory manner.
- 4.3.2.1.13 Selective Call Routing through the use of line class codes is not available through the use of tandem switching. Selective Call Routing through the use of line class codes is an end office capability only. Detailed primary and overflow routing plans for all interfaces available within BellSouth's switching network shall be mutually agreed to by Adelphia and BellSouth.
- 4.3.2.1.14 Tandem Switching shall process originating toll-free traffic received from Adelphia's local switch.
- 4.3.2.1.15 In support of AIN triggers and features, Tandem Switching shall provide SSP capabilities when these capabilities are not available from the Local Switching Network Element, to the extent such Tandem Switch has such capability.

4.3.2.2 Interface Requirements

4.3.2.2.1 Tandem Switching shall provide interconnection to the E911 PSAP where the underlying Tandem is acting as the E911 Tandem.

4.3.2.2.2 Tandem Switching shall interconnect, with direct trunks, to all carriers with which BellSouth interconnects.

4.3.2.2.3 BellSouth shall provide all signaling necessary to provide Tandem Switching with no loss of feature functionality.

4.3.2.2.4 Tandem Switching shall interconnect with Adelphia's switch, using two-way trunks, for traffic that is transiting via BellSouth's network to interLATA or intraLATA carriers. At Adelphia's request, Tandem Switching shall record and keep records of traffic for billing.

4.3.2.2.5 Tandem Switching shall provide an alternate final routing pattern for Adelphia's traffic overflowing from direct end office high usage trunk groups.

4.3.2.2.6 Tandem Switching shall be equal or better than the requirements for Tandem Switching set forth in the applicable technical references.

4.4 **AIN Selective Carrier Routing for Operator Services, Directory Assistance and Repair Centers**

4.4.1 BellSouth will provide AIN Selective Carrier Routing at the request of Adelphia. AIN Selective Carrier Routing will provide Adelphia with the capability of routing operator calls, 0+ and 0- and 0+ NPA (LNPA) 555-1212 directory assistance, 1+411 directory assistance and 611 repair center calls to pre-selected destinations.

4.4.2 Adelphia shall order AIN Selective Carrier Routing through its Account Team. AIN Selective Carrier Routing must first be established regionally and then on a per central office, per state basis.

4.4.3 AIN Selective Carrier Routing is not available in DMS 10 switches.

4.4.4 Where AIN Selective Carrier Routing is utilized by Adelphia, the routing of Adelphia's end user calls shall be pursuant to information provided by Adelphia and stored in BellSouth's AIN Selective Carrier Routing Service Control Point database. AIN Selective Carrier Routing shall utilize a set of Line Class Codes (LCCs) unique to a basic class of service assigned on an 'as needed basis. The same LCCs will be assigned in each central office where AIN Selective Carrier Routing is established.

- 4.4.5 Upon ordering of AIN Selective Carrier Routing Regional Service, Adelphia shall remit to BellSouth the Regional Service Order non-recurring charges set forth in Exhibit A of this Attachment. There shall be a non-recurring End Office Establishment Charge per office due at the addition of each central office where AIN Selective Carrier Routing will be utilized. Said non-recurring charge shall be as set forth in Exhibit A of this Attachment. For each Adelphia end user activated, there shall be a non-recurring End User Establishment charge as set forth in Exhibit A of this Attachment, payable to BellSouth pursuant to the terms of the General Terms and Conditions, incorporated herein by this reference. Adelphia shall pay the AIN Selective Carrier Routing Per Query Charge set forth in Exhibit A of this Attachment.
- 4.4.6 This Regional Service Order non-recurring charge will be non-refundable and will be paid with 1/2 coming up-front with the submission of all fully completed required forms, including: Regional Selective Carrier Routing (SCR) Order Request-Form A, Central Office AIN Selective Carrier Routing (SCR) Order Request - Form B, AIN_SCR Central Office Identification Form - Form C, AIN_SCR Routing Options Selection Form - Form D, and Routing Combinations Table - Form E. BellSouth has 30 days to respond to the client's fully completed firm order as a Regional Service Order. With the delivery of this firm order response to the client, BellSouth considers that the delivery schedule of this service commences. The remaining 1/2 of the Regional Service Order payment must be paid when at least 100% of the Central Offices listed on the original order have been turned up for the service.
- 4.4.7 The non-recurring End Office Establishment Charge will be billed to the client following BellSouth's normal monthly billing cycle for this type of order.
- 4.4.8 End-User Establishment Orders will not be turned-up until the 2nd payment is received for the Regional Service Order. The non-recurring End-User Establishment Charges will be billed to the client following BellSouth's normal monthly billing cycle for this type of order.
- 4.4.9 Additionally, the AIN Selective Carrier Routing Per Query Charge will be billed to the client following the normal billing cycle for per query charges.
- 4.4.10 All other network components needed, for example, unbundled switching and unbundled local transport, etc, will be billed according per contracted rates.

4.5 **Packet Switching Capability**

4.5.1 Definition

Packet Switching Capability. The packet switching capability network element is defined as the basic packet switching function of routing or forwarding packets,

frames, cells or other data units based on address or other routing information contained in the packets, frames, cells or other data units, and the functions that are performed by Digital Subscriber Line Access Multiplexers, including but not limited to:

- 4.5.2 The ability to terminate copper customer loops (which includes both a low band voice channel and a high-band data channel, or solely a data channel);
- 4.5.3 The ability to forward the voice channels, if present, to a circuit switch or multiple circuit switches;
- 4.5.4 The ability to extract data units from the data channels on the loops, and
- 4.5.5 The ability to combine data units from multiple loops onto one or more trunks connecting to a packet switch or packet switches.
- 4.5.6 BellSouth shall be required to provide non-discriminatory access to unbundled packet switching capability only where each of the following conditions are satisfied:
 - 4.5.6.1 BellSouth has deployed digital loop carrier systems, including but not limited to, integrated digital loop carrier or universal digital loop carrier systems; or has deployed any other system in which fiber optic facilities replace copper facilities in the distribution section (e.g., end office to remote terminal, pedestal or environmentally controlled vault);
 - 4.5.6.2 There are no spare copper loops capable of supporting the xDSL services Adelphia seeks to offer;
 - 4.5.6.3 BellSouth has not permitted any requesting carrier to deploy a Digital Subscriber Line Access Multiplexer at the remote terminal, pedestal or environmentally controlled vault or other interconnection point, nor has Adelphia obtained a virtual collocation arrangement at these subloop interconnection points as defined by 47 C.F.R. § 51.319 (b); and
 - 4.5.6.4 BellSouth has deployed packet switching capability for its own use.
- 4.5.7 If there is a dispute as to whether BellSouth must provide Packet Switching, such dispute will be resolved according to the dispute resolution process set forth in Section of the General Terms and Conditions of this Agreement, incorporated herein by this reference.
- 4.6 **Rates**

The prices that Adelphia shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit D to this Attachment.

4.7 Operational Support Systems (OSS)

BellSouth has developed and made available the following mechanized systems by which Adelphia may submit LSRs electronically.

LENS	Local Exchange Navigation System
EDI	Electronic Data Interchange
TAG	Telecommunications Access Gateway

- 4.7.1 LSRs submitted by means of one of these interactive interfaces will incur an OSS electronic ordering charge as specified in the table below. An individual LSR will be identified for billing purposes by its Purchase Order Number (PON). LSRs submitted by means other than one of these interactive interfaces (mail, fax, courier, etc.) will incur a manual order charge as specified in the table below:

OPERATIONAL SUPPORT SYSTEMS	AL, GA, LA, MS, NC, SC	FL, KY, TN
OSS LSR charge, per LSR received from the CLEC by one of the OSS interactive interfaces	\$3.50	\$3.50
	SOME C	SOME C
Incremental charge per LSR received from the CLEC by means other than one of the OSS interactive interfaces	See applicable rate element	\$19.99
		SOMAN

4.7.2 Denial/Restoral OSS Charge

In the event Adelphia provides a list of customers to be denied and restored, rather than an LSR, each location on the list will require a separate PON and, therefore will be billed as one LSR per location.

4.7.3 Cancellation OSS Charge

Adelphia will incur an OSS charge for an accepted LSR that is later canceled by Adelphia.

Note: Supplements or clarifications to a previously billed LSR will not incur another OSS charge.

4.7.4 Network Elements and Other Services Manual Additive

- 4.7.4.1 The Commissions in some states have ordered per-element manual additive non-recurring charges (NRC) for Network Elements and Other Services ordered by means other than one of the interactive interfaces. These ordered Network Elements and Other Services manual additive NRCs will apply in these states, rather than the charge per LSR. The per-element charges are listed on the Rate Tables in Exhibit D.

5. Unbundled Network Element Combinations

- 5.1. Unbundled Network Element Combinations shall include: 1) Enhanced Extended Links (EELs) 2) UNE Loops/Special Access Combinations 3) Loop/Port Combinations and 4) Transport Combinations.
- 5.2 For purposes of this Section, references to "Currently Combined" network elements shall mean that such network elements are in fact already combined by BellSouth in the BellSouth network to provide service to a particular end user at a particular location.
- 5.3 EELs**
- 5.3.1 Where facilities permit and where necessary to comply with an effective FCC and/or State Commission order, or as otherwise mutually agreed by the Parties, BellSouth shall offer access to loop and transport combinations, also known as the Enhanced Extended Link ("EEL") as defined in Section 5.3.2 below.
- 5.3.2 Subject to Section 5.3.3 below, BellSouth will provide access to the EEL in the combinations set forth in 5.3.4 following. This offering is intended to provide connectivity from an end user's location through that end user's SWC to Adelphia's POP serving wire center. The circuit must be connected to Adelphia's switch for the purpose of provisioning telephone exchange service to Adelphia's end-user customers. Except as set forth in Section 5.3.1.3, the EEL will be connected to Adelphia's facilities in Adelphia's collocation space at the POP SWC. Adelphia may purchase either BellSouth's access facilities or Dedicated Transport pursuant to this Agreement between Adelphia's POP and Adelphia's collocation space at the POP SWC.
- 5.3.3 BellSouth shall provide EEL combinations to Adelphia in Georgia regardless of whether or not such EELs are Currently Combined. In all other states, BellSouth shall make available to Adelphia those EEL combinations described in Section 5.3.4 below only to the extent such combinations are Currently Combined. Furthermore, BellSouth will make available EEL combinations to Adelphia in density Zone 1, as defined in 47 C.F.R. 69.123 as of January 1, 1999, in the Atlanta, GA; Miami, FL; Orlando, FL; Ft. Lauderdale, FL; Charlotte-Gastonia-Rock Hill, NC; Greensboro-Winston Salem-High Point, NC; Nashville, TN; and New Orleans, LA, MSAs

regardless of whether or not such EELs are Currently Combined. Except as stated above, EELs will be provided to Adelphia only to the extent such network elements are Currently Combined.

5.3.4 EEL Combinations

- 5.3.4.1 DS1 Interoffice Channel + DS1 Channelization + 2-wire VG Local Loop
- 5.3.4.2 DS1 Interoffice Channel + DS1 Channelization + 4-wire VG Local Loop
- 5.3.4.3 DS1 Interoffice Channel + DS1 Channelization + 2-wire ISDN Local Loop
- 5.3.4.4 DS1 Interoffice Channel + DS1 Channelization + 4-wire 56 kbps Local Loop
- 5.3.4.5 DS1 Interoffice Channel + DS1 Channelization + 4-wire 64 kbps Local Loop
- 5.3.4.6 DS1 Interoffice Channel + DS1 Local Loop
- 5.3.4.7 DS3 Interoffice Channel + DS3 Local Loop
- 5.3.4.8 STS-1 Interoffice Channel + STS-1 Local Loop
- 5.3.4.9 DS3 Interoffice Channel + DS3 Channelization + DS1 Local Loop
- 5.3.4.10 STS-1 Interoffice Channel + DS3 Channelization + DS1 Local Loop
- 5.3.4.11 2-wire VG Interoffice Channel + 2-wire VG Local Loop
- 5.3.4.12 4-wire VG Interoffice Channel + 4-wire VG Local Loop
- 5.3.4.13 4-wire 56 kbps Interoffice Channel + 4-wire 56 kbps Local Loop
- 5.3.4.14 4-wire 64 kbps Interoffice Channel + 4-wire 64 kbps Local Loop

5.3.5 Special Access Service Conversions

- 5.3.5.1 Adelphia may not convert special access services to combinations of loop and transport network elements, whether or not Adelphia self-provides its entrance facilities (or obtains entrance facilities from a third party), unless Adelphia uses the combination to provide a significant amount of local exchange service, in addition to exchange access service, to a particular customer. To the extent Adelphia requests to convert any special access services to combinations of loop and transport network

elements at UNE prices, Adelphia shall provide to BellSouth a letter certifying that Adelphia is providing a significant amount of local exchange service (as described in this Section) over such combinations. The certification letter shall also indicate under what local usage option Adelphia seeks to qualify for conversion of special access circuits. Adelphia shall be deemed to be providing a significant amount of local exchange service over such combinations if one of the following options is met:

- 5.3.5.1.1 Adelphia certifies that it is the exclusive provider of an end user's local exchange service. The loop-transport combinations must terminate at Adelphia's collocation arrangement in at least one BellSouth central office. This option does not allow loop-transport combinations to be connected to BellSouth's tariffed services. Under this option, Adelphia is the end user's only local service provider, and thus, is providing more than a significant amount of local exchange service. Adelphia can then use the loop-transport combinations that serve the end user to carry any type of traffic, including using them to carry 100 percent interstate access traffic; or
- 5.3.5.1.2 Adelphia certifies that it provides local exchange and exchange access service to the end user customer's premises and handles at least one third of the end user customer's local traffic measured as a percent of total end user customer local dialtone lines; and for DS1 circuits and above, at least 50 percent of the activated channels on the loop portion of the loop-transport combination have at least 5 percent local voice traffic individually, and the entire loop facility has at least 10 percent local voice traffic. When a loop-transport combination includes multiplexing, each of the individual DS1 circuits must meet this criteria. The loop-transport combination must terminate at Adelphia's collocation arrangement in at least one BellSouth central office. This option does not allow loop-transport combinations to be connected to BellSouth tariffed services; or
- 5.3.5.1.3 The requesting carrier certifies that at least 50 percent of the activated channels on a circuit are used to provide originating and terminating local dialtone service and at least 50 percent of the traffic on each of these local dialtone channels is local voice traffic, and that the entire loop facility has at least 33 percent local voice traffic. When a loop-transport combination includes multiplexing, each of the individual DS1 circuits must meet this criteria. This option does not allow loop-transport combinations to be connected to BellSouth's tariffed services. Under this option, collocation is not required. Adelphia does not need to provide a defined portion of the end user's local service, but the active channels on any loop-transport combination, and the entire facility, must carry the amount of local exchange traffic specified in this option.
- 5.3.5.2 After BellSouth has provisioned the loop-transport combination to Adelphia, or converted a special access arrangement to a loop-transport combination, BellSouth

may at its sole discretion audit Adelphia records in order to verify the type of traffic being transmitted over combinations of loop and transport network elements. The audit shall be conducted by a third party independent auditor, and Adelphia shall be given thirty days written notice of scheduled audit. Such audit shall occur no more than one time in a calendar year, unless results of an audit find noncompliance with the significant amount of local exchange service requirement. In the event of noncompliance, Adelphia shall reimburse BellSouth for the cost of the audit. If, based on its audits, BellSouth concludes that Adelphia is not providing a significant amount of local exchange traffic over the combinations of loop and transport network elements as defined in Sections 5.3.5.1.1-5.3.5.1.3 above, BellSouth may file a complaint with the appropriate Commission, pursuant to the dispute resolution process as set forth in Section 12 of the General Terms and Conditions of this Agreement seeking a determination that BellSouth may convert such combinations of loop and transport network elements to special access services and obtain appropriate retroactive reimbursement from Adelphia.

- 5.3.5.3 For purposes of this Section 5.3.5, traffic is local if it is defined as such in Adelphia's state-approved local exchange tariff and/or it is subject to a reciprocal compensation arrangement between Adelphia and BellSouth.
- 5.3.6 Rates
 - 5.3.6.1 Georgia
 - 5.3.6.2 The non-recurring and recurring rates for the EEL Combinations of network elements set forth in Section 5.3.4, whether Currently Combined or new, are as set forth in Exhibit D of this Amendment.
 - 5.3.6.3 On an interim basis, for combinations of loop and transport network elements not set forth in Section 5.3, where the elements are not Currently Combined but are ordinarily combined in BellSouth's network, the non-recurring and recurring charges for such UNE combinations shall be the sum of the stand-alone non-recurring and recurring charges of the network elements which make up the combination. These interim rates shall be subject to true-up based on the Commission's review of BellSouth's cost studies.
 - 5.3.6.4 To the extent that Adelphia seeks to obtain other combinations of network elements that BellSouth ordinarily combines in its network which have not been specifically priced by the Commission when purchased in combined form, Adelphia, at its option, can request that such rates be determined pursuant to the Bona Fide Request/New Business Request (NBR) process set forth in this Agreement.
 - 5.3.6.5 All Other States

5.3.6.5.1 Subject to Section 5.3.2 and 5.3.3 preceding, for all other states, the non-recurring and recurring rates for the Currently Combined EEL combinations set forth in Section 5.3.4 and other Currently Combined network elements will be the sum of the recurring rates for the individual network elements plus a non recurring charge set forth in Exhibit D of this Attachment.

5.3.6.6 Multiplexing

Where multiplexing functionality is required in connection with loop and transport combinations, such multiplexing will be provided at the rates and on the terms set forth in this Agreement.

5.4 Other Network Element Combinations

5.4.1 In the state of Georgia, BellSouth shall make available to Adelphia, in accordance with Section 5.4.2.1 below: (1) combinations of network elements other than EELs that are Currently Combined; and (2) combinations of network elements other than EELs that are not Currently Combined but that BellSouth ordinarily combines in its network. In all other states, BellSouth shall make available to Adelphia, in accordance with Section 5.4.2.2 below, combinations of network elements other than EELs only to the extent such combinations are Currently Combined.

5.4.2 Rates

5.4.2.1 Georgia

5.4.2.1.1 The non-recurring and recurring rates for Other Network Element combinations, whether Currently Combined or new, are as set forth in Exhibit D of this Attachment.

5.4.2.1.2 On an interim basis, for Other Network Element combinations where the elements are not Currently Combined but are ordinarily combined in BellSouth's network, the non-recurring and recurring charges for such UNE combinations shall be the sum of the stand-alone non-recurring and recurring charges of the network elements which make up the combination. These interim rates shall be subject to true-up based on the Commission's review of BellSouth's cost studies.

5.4.2.1.3 To the extent that Adelphia seeks to obtain other combinations of network elements that BellSouth ordinarily combines in its network which have not been specifically priced by the Commission when purchased in combined form, Adelphia, at its option, can request that such rates be determined pursuant to the Bona Fide Request/New Business Request (NBR) process set forth in this Agreement.

5.4.2.2 All Other States

- 5.4.2.2.1 For all other states, the non-recurring and recurring rates for the Other Network Element Combinations that are Currently Combined will be the sum of the recurring rates for the individual network elements plus a non recurring charge set forth in Exhibit D of this Attachment.

5.5 UNE/Special Access Combinations

- 5.5.1 Additionally, BellSouth shall make available to Adelphia a combination of an unbundled loop and tariffed special access interoffice facilities. To the extent Adelphia will require multiplexing functionality in connection with such combination, BellSouth will provide access to multiplexing within the central office pursuant to the terms, conditions and rates set forth in its Access Services Tariffs. The tariffed special access interoffice facilities and any associated tariffed services, including but not limited to multiplexing, shall not be eligible for conversion to UNEs as described in Section 5.3.5 above.

5.5.2 Rates

- 5.5.2.1 The non-recurring and recurring rates for UNE/Special Access Combinations, which are Currently Combined, will be the sum of the recurring rates for the individual network elements plus a non recurring charge as set forth in Exhibit D of this Attachment.

5.6 Port/Loop Combinations

- 5.6.1 At Adelphia's request, BellSouth shall provide access to combinations of port and loop network elements, as set forth in Section 5.6.4 below, that are Currently Combined in BellSouth's network except as specified in Sections 5.6.1.1 and 5.6.1.2 below.
- 5.6.1.1 BellSouth shall not provide access to combinations of port and loop network elements in locations where, pursuant to FCC rules, BellSouth is not required to provide circuit switching as an unbundled network element.
- 5.6.1.2 In accordance with effective and applicable FCC rules, BellSouth shall not be required to provide circuit switching as an unbundled network element in density Zone 1, as defined in 47 C.F.R. 69.123 as of January 1, 1999 of the Atlanta, GA; Miami, FL; Orlando, FL; Ft. Lauderdale, FL; Charlotte-Gastonia-Rock Hill, NC; Greensboro-Winston Salem-High Point, NC; Nashville, TN; and New Orleans, LA, MSAs to Adelphia if Adelphia's customer has 4 or more DS0 equivalent lines.

5.6.2 Definition

5.6.2.1 Combinations of port and loop network elements provide local exchange service for the origination or termination of calls. Section 5.6.4 following provides the combinations of port and loop network elements that may be ordered by Adelphia when Currently Combined except in those locations where BellSouth is not required to provide circuit switching, as set forth in Section 5.6.1.2 above.

5.6.2.2 In Georgia, BellSouth shall provide combinations of port and loop network elements to Adelphia regardless of whether or not such combinations are Currently Combined except in those locations where BellSouth is not required to provide circuit switching, as set forth in Section 5.6.1.2 above. In all other states, and subject to Sections 5.6.1.1 and 5.6.1.2 above, BellSouth shall provide combinations of port and loop network elements to Adelphia only to the extent such elements are Currently Combined.

5.6.3 Rates for Combinations of Loop and Port Network Elements

5.6.3.1 Rates for combinations of loop and port network elements, as set forth in Section 5.6.4, are provided in Exhibit D of this Attachment

5.6.3.2 Rates for Circuit Switching

5.6.3.2.1 Rates for circuit switching, where BellSouth is not required, pursuant to Sections 5.6.1.1 and 5.6.1.2, to provide circuit switching are as set forth in Exhibit D of this Attachment.

5.6.4 Combination Offerings

5.6.4.1 2-wire voice grade port, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

5.6.4.2 2-wire voice grade DID port, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

5.6.4.3 2-wire CENTREX port, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

5.6.4.5. 2-wire ISDN Basic Rate Interface, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

- 5.6.4.5 2-wire ISDN Primary Rate Interface, DS1 loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.
- 5.6.4.6 4-wire DS1 Trunk port, DS1 Loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

6. Transport and Dark Fiber

BellSouth shall provide nondiscriminatory access, in accordance with 47 C.F.R. § 51.311 and Section 251(c)(3) of the Act, to interoffice transmission facilities on an unbundled basis to Adelphia for the provision of a telecommunications service. All of the negotiated rates, terms and conditions set forth in this Section pertain to the provision of unbundled transport and dark fiber.

6.1. Transport

6.1.1 Definition of Common (Shared) Transport

Common (Shared) Transport is an interoffice transmission path between two BellSouth end-offices, BellSouth end-office and a local tandem, or between two local tandems. Where BellSouth Network Elements are connected by intra-office wiring, such wiring is provided as a part of the Network Elements and is not Common (Shared) Transport. Common (Shared) Transport consists of BellSouth inter-office transport facilities and is unbundled from local switching.

6.1.2 Technical Requirements of Common (Shared) Transport

- 6.1.2.1 Common (Shared) Transport provided on DS1 or VT1.5 circuits, shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for Central Office to Central Office ("CO to CO") connections in the appropriate industry standards.
- 6.1.2.2 Common (Shared) Transport provided on DS3 circuits, STS-1 circuits, and higher transmission bit rate circuits, shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for CO to CO connections in the appropriate industry standards.
- 6.1.2.3 BellSouth shall be responsible for the engineering, provisioning, and maintenance of the underlying equipment and facilities that are used to provide Common (Shared) Transport.

- 6.1.2.4 At a minimum, Common (Shared) Transport shall meet all of the requirements set forth in the applicable industry standard technical references.
- 6.2 Interoffice transmission facility network elements include:
- 6.2.1 Dedicated transport, defined as BellSouth's transmission facilities, including all technically feasible capacity-related services including, but not limited to, DS1, DS3 and OCn levels, dedicated to a particular customer or carrier, that provide telecommunications between wire centers or switches owned by BellSouth, or between wire centers and switches owned by BellSouth and Adelphia.
- 6.2.2 Dark Fiber transport, defined as BellSouth's optical transmission facilities without attached multiplexing, aggregation or other electronics;
- 6.2.3 Shared transport, defined as transmission facilities shared by more than one carrier, including BellSouth, between end office switches, between end office switches and tandem switches, and between tandem switches, in BellSouth's network.
- 6.2.4 BellSouth shall:
- 6.2.4.1 Provide Adelphia exclusive use of interoffice transmission facilities dedicated to a particular customer or carrier, or shared use of the features, functions, and capabilities of interoffice transmission facilities shared by more than one customer or carrier;
- 6.2.4.2 Provide all technically feasible transmission facilities, features, functions, and capabilities that Adelphia could use to provide telecommunications services;
- 6.2.4.3 Permit, to the extent technically feasible, Adelphia to connect such interoffice facilities to equipment designated by Adelphia, including but not limited to, Adelphia's collocated facilities; and
- 6.2.4.4 Permit, to the extent technically feasible, Adelphia to obtain the functionality provided by BellSouth's digital cross-connect systems in the same manner that BellSouth provides such functionality to interexchange carriers.
- 6.2.5 Provided that the facility is used to transport a significant amount of local exchange services Adelphia shall be entitled to convert existing interoffice transmission facilities (i.e., special access) to the corresponding interoffice transport network element option.
- 6.3 **Dedicated Transport**
- 6.3.1 Definitions

- 6.3.2 Dedicated Transport is defined as BellSouth transmission facilities dedicated to a particular customer or carrier that provide telecommunications between wire centers owned by BellSouth or requesting telecommunications carriers, or between switches owned by BellSouth or requesting telecommunications carriers.
- 6.3.3 Unbundled Local Channel
- 6.3.4 Unbundled Local Channel as an individual UNE is the dedicated transmission path between Adelphia's Point of Presence and Adelphia's collocation arrangement at the BellSouth Serving Wire Center.
- 6.3.5 Unbundled Interoffice Channel.
- 6.3.6 Unbundled Interoffice Channel is the dedicated transmission path between BellSouth's Wire Centers. Except in the case of a loop and transport combination, Adelphia must be collocated at each end point of the Unbundled Interoffice Channel.
- 6.3.7 BellSouth shall offer Dedicated Transport on a nondiscriminatory basis in each of the following ways:
- 6.3.7.1 As capacity on a shared UNE facility.
- 6.3.7.2 As a circuit (e.g., DS0, DS1, DS3, OCn) dedicated to Adelphia. This circuit shall consist of an Unbundled Local Channel or an Unbundled Interoffice Channel or both.
- 6.3.8 When Dedicated Transport is provided it shall include:
- 6.3.8.1 Transmission equipment such as, line terminating equipment, amplifiers, and regenerators;
- 6.3.8.2 Inter-office transmission facilities such as optical fiber, copper twisted pair, and coaxial cable.
- 6.3.9 Rates for Dedicated Transport are listed in Exhibit D to this Attachment. If a rate is not included in this Attachment for a particular type of Dedicated Transport, such as rates for OCn transport, the Parties will negotiate the rates.
- 6.3.10 Technical Requirements
- 6.3.10.1 This Section sets forth technical requirements for all Dedicated Transport.
- 6.3.10.2 When BellSouth provides Dedicated Transport, the entire designated transmission service (e.g., DS0, DS1, DS3, OCn) shall be dedicated to Adelphia designated traffic.

- 6.3.10.3 BellSouth shall offer Dedicated Transport in all technologies that become available including, but not limited to, (1) DS0, DS1 and DS3 transport services and if and when available, OC3, OC12, OC48, and OC192 transport services, and (2) SONET at available transmission bit rates.
- 6.3.10.4 For DS1 or VT1.5 circuits, Dedicated Transport shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for Customer Interface to Central Office ("CI to CO") connections in the appropriate industry standards.
- 6.3.10.5 Where applicable, for DS3, Dedicated Transport shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for CI to CO connections in the appropriate industry standards.
- 6.3.10.6 BellSouth shall offer the following interface transmission rates for Dedicated Transport:
 - 6.3.10.6.1 DS0 Equivalent;
 - 6.3.10.6.2 DS1 (Extended SuperFrame - ESF);
 - 6.3.10.6.3 DS3 (signal must be framed);
 - 6.3.10.6.4 OCn (OC3, OC12, OC48, or OC192) (if and when available);
 - 6.3.10.6.5 SDH (Synchronous Digital Hierarchy) Standard interface rates in accordance with International Telecommunications Union (ITU) Recommendation G.707 and Plesiochronous Digital Hierarchy (PDH) rates per ITU Recommendation G.704.
 - 6.3.10.6.6 When Dedicated Transport is provided, BellSouth shall design it according to BellSouth's network infrastructure to allow for the termination points specified by Adelphia.
- 6.3.11 At a minimum, Dedicated Transport shall meet each of the requirements set forth in the applicable industry technical references.
 - 6.3.11.1 BellSouth Technical References:
 - 6.3.11.2 TR-TSY-000191 Alarm Indication Signals Requirements and Objectives, Issue 1, May 1986.
 - 6.3.11.3 TR 73501 LightGate[®] Service Interface and Performance Specifications, Issue D, June 1995.

6.3.11.4 TR 73525 MegaLink® Service, MegaLink Channel Service & MegaLink Plus Service Interface and Performance Specifications, Issue C, May 1996.

6.4 Unbundled Channelization

6.4.1 BellSouth agrees to offer nondiscriminatory access to Unbundled Channelization when available pursuant to following terms and conditions and at the rates set forth in the Attachment.

6.4.2 Definition

6.4.2.1 Unbundled Channelization (UC) provides the multiplexing capability that will allow a DS1 (1.544 Mbps) or DS3 (44.736 Mbps) or STS-1 Unbundled Network Element (UNE) or collocation cross-connect to be multiplexed or channelized at a BellSouth central office. This can be accomplished through the use of a stand-alone multiplexer or a digital cross-connect system at the discretion of BellSouth. Once UC has been installed, Adelphia can have channels activated on an as-needed basis by having BellSouth connect lower level UNEs via Central Office Channel Interfaces (COCIs).

6.4.3 Channelization capabilities will be as follows:

6.4.3.1 DS3 Channelization System: An element that channelizes a DS3 signal into 28 DS1s/STS-1s.

6.4.3.2 DS1 Channelization System: An element that channelizes a DS1 signal into 24 DS0s.

6.4.3.3 Central Office Channel Interfaces (COCI): Elements that can be activated on a channelization system.

6.4.4 DS1 Central Office Channel Interface elements can be activated on a DS3 Channelization System.

6.4.5 Voice Grade and Digital Data Central Office Channel Interfaces can be activated on a DS1 Channelization System.

6.4.6 AMI and B8ZS line coding with either Super Frame (SF) and Extended Super Frame (ESF) framing formats will be supported as options.

6.4.7 COCI will be billed on the lower level UNE order that is interfacing with the UC arrangement and will have to be compatible with those UNEs.

- 6.4.8 Channelization may be incorporated within dedicated transport or ordered as a stand-alone capability, which requires either the high or low speed side to be connected to collocation.
- 6.4.9 Technical Requirements
- 6.4.9.1 In order to assure proper operation with BST provided central office multiplexing functionality, the customer's channelization equipment must adhere strictly to form and protocol standards. Separate standards exist for the multiplex channel bank, for voice frequency encoding, for various signaling schemes, and for subrate digital access.
- 6.4.9.2 DS0 to DS1 Channelization
- 6.4.9.2.1 The DS1 signal must be framed utilizing the framing structure defined in ANSI T1.107, *Digital Hierarchy Formats Specifications* and ANSI T1.403.02, *DS1 Robbed-bit Signaling State Definitions*. DS0 to DS1 Channelization requirements are essentially the same as defined in BellSouth Technical Reference 73525, *MegaLink® Service, MegaLink® Channel Service, MegaLink® Plus Service, and MegaLink® Light Service Interface and Performance Specification*.
- 6.4.9.3 DS1 to DS3 Channelization
- 6.4.9.3.1 The DS3 signal must be framed utilizing the framing structure define in ANSI T1.107, *Digital Hierarchy Formats Specifications*. DS1 to DS3 Channelization requirements are essentially the same as defined in BellSouth Technical Reference 73501, *LightGate® Service Interface and Performance Specifications*. The asynchronous M13 multiplex format (combination of M12 and M23 formats) is specified for terminal equipment that multiplexes 28 DS1s into a DS3.
- 6.4.9.4 DS1 to STS Channelization
- 6.4.9.4.1 The STS-1 signal must be framed utilizing the framing structure define in ANSI T1.105, *Synchronous Optical Network (SONET) – Basic Description Including Multiplex Structure, Rates and Formats* and T1.105.02, *Synchronous Optical Network (SONET) – Payload Mappings*. DS1 to STS Channelization requirements are essentially the same as defined in BellSouth Technical Reference TR 73501, *LightGate® Service Interface and Performance Specifications*
- 6.5 Dark Fiber Transport
- 6.5.1 Definition

- 6.5.2 Dark Fiber is an optical transmission facility without attached multiplexing, aggregation or other electronics that connects two points within BellSouth's network. Dark Fiber is unused strands of optical fiber. It may be strands of optical fiber existing in aerial or underground structure. No line terminating elements terminated to such strands to operationalize its transmission capabilities will be available. No regeneration or optical amplification will be included with this element.
- 6.5.3 Requirements
- 6.5.3.1 BellSouth shall make available Dark Fiber on a nondiscriminatory basis where it exists in BellSouth's network and where, as a result of future building or deployment, it becomes available. If BellSouth has pre-existing plans to make specific use of the fiber within a two year planning period, there is no requirement to provide said fiber to Adelphia, provided that upon Adelphia's request, BellSouth shall provide written certification to Adelphia that BellSouth has plans to use such fiber and shall describe generally its plan to make such use, subject to Adelphia's representative signing a separate confidentiality agreement with respect to the disclosure of such plans.
- 6.5.3.2 If the requested dark fiber has any lightwave repeater equipment interspliced to it, BellSouth will remove such equipment at Adelphia's request subject to time and materials charges.
- 6.5.3.3 Adelphia may test the quality of the Dark Fiber to confirm its usability and performance specifications.
- 6.5.3.4 BellSouth shall use its best efforts to provide to Adelphia information regarding the location, availability and performance of Dark Fiber within ten (10) business days for a records based answer and twenty (20) business days for a field based answer, after receiving a request from Adelphia ("Request"). Within such time period, BellSouth shall send written confirmation of availability of the Dark Fiber ("Confirmation"). From the time of the Request to forty-five (45) days after Confirmation, BellSouth shall hold such requested Dark Fiber for Adelphia's use and may not allow any other party to use such media, including BellSouth.
- 6.5.3.5 BellSouth shall use its best efforts to make Dark Fiber available to Adelphia within thirty (30) business days after it receives written confirmation from Adelphia that the Dark Fiber previously deemed available by BellSouth is wanted for use by Adelphia. This includes identification of appropriate connection points (e.g., Light Guide Interconnection (LGX) or splice points) to enable Adelphia to connect or splice Adelphia provided transmission media (e.g., optical fiber) or equipment to the Dark Fiber.
- 6.5.3.6 Dark Fiber shall meet the manufacturer's design specifications.

6.5.3.7 Adelphia may splice and test Dark Fiber obtained from BellSouth using Adelphia or Adelphia designated personnel. BellSouth shall provide appropriate interfaces to allow splicing and testing of Dark Fiber. BellSouth shall provide an excess cable length of 25 feet minimum (for fiber in underground conduit) to allow the uncoiled fiber to reach from the manhole to a splicing van.

6.6 Rates

6.6.1 The prices that Adelphia shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit D to this Attachment.

6.7 Operational Support Systems (OSS)

6.7.1 BellSouth has developed and made available the following mechanized systems by which Adelphia may submit LSRs electronically.

LENS	Local Exchange Navigation System
EDI	Electronic Data Interchange
TAG	Telecommunications Access Gateway

6.7.2 LSRs submitted by means of one of these interactive interfaces will incur an OSS electronic ordering charge as specified in the table below. An individual LSR will be identified for billing purposes by its Purchase Order Number (PON). LSRs submitted by means other than one of these interactive interfaces (mail, fax, courier, etc.) will incur a manual order charge as specified in the table below:

OPERATIONAL SUPPORT SYSTEMS	AL, GA, LA, MS, NC, SC	FL, KY, TN
OSS LSR charge, per LSR received from the CLEC by one of the OSS interactive interfaces	\$3.50	\$3.50
	SOMECH	SOMECH
Incremental charge per LSR received from the CLEC by means other than one of the OSS interactive interfaces	See applicable rate element	\$19.99
		SOMAN

6.7.3 Denial/Restoral OSS Charge

6.7.3.1 In the event Adelphia provides a list of customers to be denied and restored, rather than an LSR, each location on the list will require a separate PON and, therefore will be billed as one LSR per location.

6.7.4 Cancellation OSS Charge

6.7.4.1 Adelphia will incur an OSS charge for an accepted LSR that is later canceled by Adelphia.

Note: Supplements or clarifications to a previously billed LSR will not incur another OSS charge.

6.7.5 Network Elements and Other Services Manual Additive

6.7.5.1 The Commissions in some states have ordered per-element manual additive non-recurring charges (NRC) for Network Elements and Other Services ordered by means other than one of the interactive interfaces. These ordered Network Elements and Other Services manual additive NRCs will apply in these states, rather than the charge per LSR. The per-element charges are listed on the Rate Tables in Exhibit D.

7. BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service

All of the negotiated rates, terms and conditions set forth in this Section pertain to the provision of 8XX Access Ten Digit Screening Services.

7.1 BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service database

7.1.1 The BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service database (herein known as 8XX SCP) is a SCP that contains customer record information and functionality to provide call-handling instructions for 8XX calls. The 8XX SCP IN software stores data downloaded from the national SMS and provides the routing instructions in response to queries from the SSP or tandem. The BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service (herein know as 8XX TFD), utilizes the 8XX SCP to provide identification and routing of the 8XX calls, based on the ten digits dialed. 8XX TFD is provided with or without POTS number delivery, dialing number delivery, and other optional complex features as selected by Adelphia. BellSouth shall provide 8XX TFD in accordance with the following:

7.1.2 Technical Requirements

7.1.2.1 BellSouth shall provide Adelphia with nondiscriminatory access to the 8XX record information located in the 8XX SCP. The 8XX SCP contains current records as received from the national SMS and will provide for routing 8XX originating calls based on the dialed ten digit 8XX number.

7.1.2.2 The 8XX SCP is designated to receive and respond to queries using the American National Standard Specification of Signaling System Seven (SS7) protocol. The 8XX SCP shall determine the carrier identification based on all ten digits of the dialed number and route calls to the carrier, POTS number, dialing number and/or other optional feature selected by Adelphia.

7.1.2.3 The SCP shall also provide, at Adelphia's option, such additional feature as described in SR-TSV-002275 (BOC Notes on BellSouth Networks, SR-TSV-002275, Issue 2, (Telcordia (formerly BellCore), April 1994)) as are available to BellSouth. These may include but are not limited to:

7.1.2.3.1 Network Management;

7.1.2.3.2 Customer Sample Collection; and

7.1.2.3.3 Service Maintenance.

7.2 Automatic Location Identification/Data Management System (ALI/DMS)

- 7.2.1 The ALI/DMS Database contains end user information (including name, address, telephone information, and sometimes special information from the local service provider or end user) used to determine to which Public Safety Answering Point (PSAP) to route the call. The ALI/DMS database is used to provide more routing flexibility for E911 calls than Basic 911. BellSouth shall provide the Emergency Services Database in accordance with the following:

7.3 Rates

The prices that Adelphia shall pay to BellSouth for Services rendered pursuant to Section 7 are set forth in Exhibit D to this Attachment.

8 Line Information Database (LIDB)

8.1 All of the negotiated rates, terms and conditions set forth in this Section pertain to the provision of LIDB.

8.2 BellSouth will store in its LIDB only records relating to service in the BellSouth region. The LIDB Storage Agreement is included in this Attachment.

8.2.1 Definition

8.2.2 The Line Information Database (LIDB) is a transaction-oriented database accessible through Common Channel Signaling (CCS) networks. It contains records associated with end user Line Numbers and Special Billing Numbers. LIDB accepts queries from other Network Elements and provides appropriate responses. The query originator need not be the owner of LIDB data. LIDB queries include functions such as screening billed numbers that provides the ability to accept Collect or Third Number Billing calls and validation of Telephone Line Number based non-proprietary calling cards. The interface for the LIDB functionality is the interface between BellSouth's CCS network and other CCS networks. LIDB also interfaces to administrative systems.

8.2.3 Technical Requirements

8.2.4 BellSouth will offer to Adelphia any additional capabilities that are developed for LIDB during the life of this Agreement.

8.2.4.1 BellSouth shall process Adelphia's Customer records in LIDB at least at parity with BellSouth customer records, with respect to other LIDB functions. BellSouth shall indicate to Adelphia what additional functions (if any) are performed by LIDB in the BellSouth network.

8.2.4.2 Within two (2) weeks after a request by Adelphia, BellSouth shall provide Adelphia with a list of the customer data items, which Adelphia would have to provide in order to support each required LIDB function. The list shall indicate which data items are essential to LIDB function, and which are required only to support certain services. For each data item, the list shall show the data formats, the acceptable values of the data item and the meaning of those values.

8.2.4.3 BellSouth shall provide LIDB systems for which operating deficiencies that would result in calls being blocked shall not exceed 30 minutes per year.

8.2.4.4 BellSouth shall provide LIDB systems for which operating deficiencies that would not result in calls being blocked shall not exceed 12 hours per year.

- 8.2.4.5 BellSouth shall provide LIDB systems for which the LIDB function shall be in overload no more than 12 hours per year.
- 8.2.4.6 All additions, updates and deletions of Adelphia data to the LIDB shall be solely at the direction of Adelphia. Such direction from Adelphia will not be required where the addition, update or deletion is necessary to perform standard fraud control measures (e.g., calling card auto-deactivation).
- 8.2.4.7 BellSouth shall provide priority updates to LIDB for Adelphia data upon Adelphia's request (e.g., to support fraud detection), via password-protected telephone card, facsimile, or electronic mail within one hour of notice from the established BellSouth contact.
- 8.2.4.8 BellSouth shall provide LIDB systems such that no more than 0.01% of Adelphia customer records will be missing from LIDB, as measured by Adelphia audits. BellSouth will audit Adelphia records in LIDB against DBAS to identify record mismatches and provide this data to a designated Adelphia contact person to resolve the status of the records and BellSouth will update system appropriately. BellSouth will refer record of mis-matches to Adelphia within one business day of audit. Once reconciled records are received back from Adelphia, BellSouth will update LIDB the same business day if less than 500 records are received before 1:00PM Central Time. If more than 500 records are received, BellSouth will contact Adelphia to negotiate a time frame for the updates, not to exceed three business days.
- 8.2.4.9 BellSouth shall perform backup and recovery of all of Adelphia's data in LIDB including sending to LIDB all changes made since the date of the most recent backup copy, in at least the same time frame BellSouth performs backup and recovery of BellSouth data in LIDB for itself. Currently, BellSouth performs backups of the LIDB for itself on a weekly basis and when a new software release is scheduled, a backup is performed prior to loading the new release.
- 8.2.4.10 BellSouth shall provide Adelphia with LIDB reports of data, which are missing or contain errors, as well as any misrouted errors, within a reasonable time period as negotiated between Adelphia and BellSouth.
- 8.2.4.11 BellSouth shall prevent any access to or use of Adelphia data in LIDB by BellSouth personnel that are outside of established administrative and fraud control personnel, or by any other Party that is not authorized by Adelphia in writing.
- 8.2.4.12 BellSouth shall provide Adelphia performance of the LIDB Data Screening function, which allows a LIDB to completely or partially deny specific query originators access to LIDB data owned by specific data owners, for Customer Data that is part of an NPA-NXX or RAO-0/1XX wholly or partially owned by Adelphia at least at parity

with BellSouth Customer Data. BellSouth shall obtain from Adelphia the screening information associated with LIDB Data Screening of Adelphia data in accordance with this requirement. BellSouth currently does not have LIDB Data Screening capabilities. When such capability is available, BellSouth shall offer it to Adelphia under the Bona Fide Request/New Business Process as set forth in General Terms and Conditions.

- 8.2.4.13 BellSouth shall accept queries to LIDB associated with Adelphia customer records, and shall return responses in accordance with industry standards.
- 8.2.4.14 BellSouth shall provide mean processing time at the LIDB within 0.50 seconds under normal conditions as defined in industry standards.
- 8.2.4.15 BellSouth shall provide processing time at the LIDB within 1 second for 99% of all messages under normal conditions as defined in industry standards.
- 8.2.5 Interface Requirements
- 8.2.6 BellSouth shall offer LIDB in accordance with the requirements of this subsection.
 - 8.2.6.1 The interface to LIDB shall be in accordance with the technical references contained within.
 - 8.2.6.2 The CCS interface to LIDB shall be the standard interface described herein.
 - 8.2.6.3 The LIDB Data Base interpretation of the ANSI-TCAP messages shall comply with the technical reference herein. Global Title Translation shall be maintained in the signaling network in order to support signaling network routing to the LIDB.

8.3 Rates

The prices that Adelphia shall pay to BellSouth for Services rendered pursuant to Section 8 are set forth in Exhibit D to this Attachment.

9 Signaling

9.1 All of the negotiated rates, terms and conditions set forth in this Section pertain to the provision of Signaling Transport Services.

9.2 BellSouth shall offer nondiscriminatory access to signaling and access to BellSouth's signaling systems and databases subject to compatibility testing and at the rates set forth in this Attachment. Available signaling elements include signaling links, signal transfer points and service control points. Signaling functionality will be available with both A-link and B-link connectivity.

9.3 Signaling Link Transport

9.3.1 Definition Signaling Link Transport is a set of two or four dedicated 56 Kbps. transmission paths between CLEC-designated Signaling Points of Interconnection (SPOI) that provides appropriate physical diversity.

9.3.2 Technical Requirements

9.3.2.1 Signaling Link Transport shall consist of full duplex mode 56 kbps transmission paths.

9.3.3 Of the various options available, Signaling Link Transport shall perform in the following two ways:

9.3.3.1 As an "A-link" which is a connection between a switch or SCP and a home Signaling Transfer Point Switch (STP) pair; and

9.3.3.2 As a "B-link" which is a connection between two STP pairs in different company networks (e.g., between two STP pairs for two Competitive Local Exchange Carriers (CLECs)).

9.3.4 Signaling Link Transport shall consist of two or more signaling link layers as follows:

9.3.4.1 An A-link layer shall consist of two links.

9.3.4.2 A B-link layer shall consist of four links.

9.3.5 A signaling link layer shall satisfy a performance objective such that:

9.3.5.1 There shall be no more than two minutes down time per year for an A-link layer; and

9.3.5.2 There shall be negligible (less than 2 seconds) down time per year for a B-link layer.

9.3.5.3 A signaling link layer shall satisfy interoffice and intraoffice diversity of facilities and equipment, such that:

9.3.5.3.1 No single failure of facilities or equipment causes the failure of both links in an A-link layer (i.e., the links should be provided on a minimum of two separate physical paths end-to-end); and

9.3.5.3.2 No two concurrent failures of facilities or equipment shall cause the failure of all four links in a B-link layer (i.e., the links should be provided on a minimum of three separate physical paths end-to-end).

9.3.5.4 Interface Requirements

9.3.5.4.1 There shall be a DS1 (1.544 Mbps) interface at the Adelphia designated SPOIs. Each 56 kbps transmission path shall appear as a DS0 channel within the DS1 interface.

9.4 Signaling Transfer Points (STPs)

9.4.1 Definition - Signaling Transfer Points is a signaling network function that includes all of the capabilities provided by the signaling transfer point switches (STPs) and their associated signaling links which enable the exchange of SS7 messages among and between switching elements, database elements and signaling transfer point switches.

9.4.2 Technical Requirements

9.4.2.1 STPs shall provide access to Network Elements connected to BellSouth SS7 network. These include:

9.4.2.1.1 BellSouth Local Switching or Tandem Switching;

9.4.2.1.2 BellSouth Service Control Points/DataBases;

9.4.2.1.3 Third-party local or tandem switching;

9.4.2.1.4 Third-party-provided STPs.

9.4.2.2 The connectivity provided by STPs shall fully support the functions of all other Network Elements connected to the BellSouth SS7 network. This explicitly includes the use of the BellSouth SS7 network to convey messages which neither originate nor terminate at a signaling end point directly connected to the BellSouth SS7 network (i.e., transient messages). When the BellSouth SS7 network is used to convey transient messages, there shall be no alteration of the Integrated Services Digital Network User Part (ISDNUP) or Transaction Capabilities Application Part (TCAP) user data that constitutes the content of the message.

- 9.4.2.3 If a BellSouth tandem switch routes calling traffic, based on dialed or translated digits, on SS7 trunks between an Adelphia local switch and third party local switch, the BellSouth SS7 network shall convey the TCAP messages that are necessary to provide Call Management features (Automatic Callback, Automatic Recall, and Screening List Editing) between Adelphia local STPs and the STPs that provide connectivity with the third party local switch, even if the third party local switch is not directly connected to BellSouth STPs.
- 9.4.2.4 STPs shall provide all functions of the MTP as defined in the applicable industry standard technical references.
- 9.4.2.5 STPs shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service, as defined in Telcordia (formerly BellCore) ANSI Interconnection Requirements. In particular, this includes Global Title Translation (GTT) and SCCP Management procedures, as specified in T1.112.4. In cases where the destination signaling point is a Adelphia or third party local or tandem switching system directly connected to BellSouth SS7 network, BellSouth shall perform final GTT of messages to the destination and SCCP Subsystem Management of the destination. In all other cases, BellSouth shall perform intermediate GTT of messages to a gateway pair of STPs in an SS7 network connected with BellSouth SS7 network, and shall not perform SCCP Subsystem Management of the destination. If BellSouth performs final GTT to a Adelphia database, then Adelphia agrees to provide BellSouth with the Destination Point Code for the Adelphia database.
- 9.4.2.6 STPs shall provide on a non-discriminatory basis all functions of the OMAP commonly provided by STPs, as specified in ANSI T1.116-1990 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Operations, Maintenance and Administration Part (OMAP). All OMAP functions will be on a "where available" basis and can include:
- 9.4.2.6.1 MTP Routing Verification Test (MRVT); and
- 9.4.2.6.2 SCCP Routing Verification Test (SRVT).
- 9.4.2.7 In cases where the destination signaling point is a BellSouth local or tandem switching system or database, or is an Adelphia or third party local or tandem switching system directly connected to the BellSouth SS7 network, STPs shall perform MRVT and SRVT to the destination signaling point. In all other cases, STPs shall perform MRVT and SRVT to a gateway pair of STPs in an SS7 network connected with the BellSouth SS7 network. This requirement shall be superseded by the specifications for Internetwork MRVT and SRVT if and when these become approved ANSI standards and available capabilities of BellSouth STPs, and if mutually agreed upon by Adelphia and BellSouth.

9.4.2.8 STPs shall be on parity with BellSouth.

9.4.2.9 SS7 Advanced Intelligent Network (AIN) Access

9.4.2.9.1 When technically feasible and upon request by Adelphia, SS7 Access shall be made available in association with switching. SS7 AIN Access is the provisioning of AIN 0.1 triggers in an equipped BellSouth local switch and interconnection of the BellSouth SS7 network with the Adelphia SS7 network to exchange TCAP queries and responses with an Adelphia SCP.

9.4.2.9.2 SS7 AIN Access shall provide Adelphia SCP access to BellSouth local switch in association with switching via interconnection of BellSouth SS7 and Adelphia SS7 Networks. BellSouth shall offer SS7 access through its STPs. If BellSouth requires a mediation device on any part of its network specific to this form of access, BellSouth must route its messages in the same manner. The interconnection arrangement shall result in the BellSouth local switch recognizing the Adelphia SCP as at least at parity with BellSouth's SCP's in terms of interfaces, performance and capabilities.

9.4.3 Interface Requirements

9.4.3.1 BellSouth shall provide the following STPs options to connect Adelphia or Adelphia-designated local switching systems or STPs to the BellSouth SS7 network:

9.4.3.1.1 An A-link interface from Adelphia local switching systems; and,

9.4.3.1.2 A B-link interface from Adelphia local STPs.

9.4.3.2 Each type of interface shall be provided by one or more sets (layers) of signaling links.

9.4.3.3 The Signaling Point of Interconnection (SPOI) for each link shall be located at a cross-connect element, such as a DSX-1, in the Central Office (CO) where BellSouth STP is located. There shall be a DS1 or higher rate transport interface at each of the SPOIs. Each signaling link shall appear as a DS0 channel within the DS1 or higher rate interface. BellSouth shall offer higher rate DS1 signaling for interconnecting Adelphia local switching systems or STPs with BellSouth STPs as soon as these become approved ANSI standards and available capabilities of BellSouth STPs. BellSouth and Adelphia will work jointly to establish mutually acceptable SPOIs.

9.4.3.4 BellSouth CO shall provide intraoffice diversity between the SPOIs and BellSouth STPs, so that no single failure of intraoffice facilities or equipment shall cause the failure of both B-links in a layer connecting to a BellSouth STP. BellSouth and Adelphia will work jointly to establish mutually acceptable SPOIs.

- 9.4.3.5 STPs shall provide all functions of the MTP as defined in the applicable industry standard technical references.
- 9.4.3.6 Message Screening
 - 9.4.3.6.1 BellSouth shall set message screening parameters so as to accept valid messages from Adelphia local or tandem switching systems destined to any signaling point within BellSouth's SS7 network where the Adelphia switching system has a legitimate signaling relation.
 - 9.4.3.6.2 BellSouth shall set message screening parameters so as to pass valid messages from Adelphia local or tandem switching systems destined to any signaling point or network accessed through BellSouth's SS7 network where the Adelphia switching system has a legitimate signaling relation.
 - 9.4.3.6.3 BellSouth shall set message screening parameters so as to accept and pass/send valid messages destined to and from Adelphia from any signaling point or network interconnected through BellSouth's SS7 network where the Adelphia SCP has a legitimate signaling relation.
- 9.4.4 STPs shall be equal to or better than all of the requirements for STPs set forth in the applicable industry standard technical references.
- 9.5 **Service Control Points/Databases**
 - 9.5.1 Definition
 - 9.5.1.1 Databases are the Network Elements that provide the functionality for storage of, access to, and manipulation of information required to offer a particular service and/or capability. Databases include, but are not limited to: Local Number Portability, LIDB, Toll Free Number Database, Automatic Location Identification/Data Management System, Calling Name Database, access to Service Creation Environment and Service Management System (SCE/SMS) application databases and Directory Assistance.
 - 9.5.2 A Service Control Point (SCP) is a specific type of Database functionality deployed in a Signaling System 7 (SS7) network that executes service application logic in response to SS7 queries sent to it by a switching system also connected to the SS7 network. Service Management Systems provide operational interfaces to allow for provisioning, administration and maintenance of subscriber data and service application data stored in SCPs.

9.5.3 Technical Requirements for SCPs/Databases

9.5.3.1 Requirements for SCPs/Databases within this section address storage of information, access to information (e.g. signaling protocols, response times), and administration of information (e.g., provisioning, administration, and maintenance). All SCPs/Databases shall be provided to Adelphia in accordance with the following requirements.

9.5.3.2 BellSouth shall provide physical access to SCPs through the SS7 network and protocols with TCAP as the application layer protocol.

9.5.3.3 BellSouth shall provide physical interconnection to databases via industry standard interfaces and protocols (e.g. SS7, ISDN and X.25).

9.5.3.4 The reliability of interconnection options shall be consistent with requirements for diversity and survivability.

9.5.4 Database Availability

9.5.4.1 Call processing databases shall have a maximum unscheduled availability of 30 minutes per year. Unavailability due to software and hardware upgrades shall be scheduled during minimal usage periods and only be undertaken upon proper notification to providers, which might be impacted. Any downtime associated with the provision of call processing related databases will impact all service providers, including BellSouth, equally.

9.5.4.2 The operational interface provided by BellSouth shall complete Database transactions (i.e., add, modify, delete) for Adelphia customer records stored in BellSouth databases within 3 days, or sooner where BellSouth provisions its own customer records within a shorter interval.

9.6 Local Number Portability Database

9.6.1 Definition

9.6.2 The Permanent Number Portability (PNP) database supplies routing numbers for calls involving numbers that have been ported from one local service provider to another. PNP is currently being worked in industry forums. The results of these forums will dictate the industry direction of PNP. BellSouth agrees to provide access to the PNP database at rates, terms and conditions as set forth by BellSouth and in accordance with an effective FCC or Commission directive.

9.7 SS7 Network Interconnection

9.7.1 Definition.

- 9.7.2 SS7 Network Interconnection is the interconnection of Adelphia local Signaling Transfer Point Switches (STP) and Adelphia local or tandem switching systems with BellSouth STPs. This interconnection provides connectivity that enables the exchange of SS7 messages among BellSouth switching systems and databases (DBs), Adelphia local or tandem switching systems, and other third-party switching systems directly connected to the BellSouth SS7 network.
- 9.7.3 Technical Requirements
- 9.7.3.1 SS7 Network Interconnection shall provide connectivity to all components of the BellSouth SS7 network. These include:
- 9.7.3.1.1 BellSouth local or tandem switching systems;
 - 9.7.3.1.2 BellSouth DBs; and
 - 9.7.3.1.3 Other third-party local or tandem switching systems.
- 9.7.4 The connectivity provided by SS7 Network Interconnection shall fully support the functions of BellSouth switching systems and DBs and Adelphia or other third-party switching systems with A-link access to the BellSouth SS7 network.
- 9.7.5 If traffic is routed based on dialed or translated digits between an Adelphia local switching system and a BellSouth or other third-party local switching system, either directly or via a BellSouth tandem switching system, then it is a requirement that the BellSouth SS7 network convey via SS7 Network Interconnection the TCAP messages that are necessary to provide Call Management services (Automatic Callback, Automatic Recall, and Screening List Editing) between the Adelphia local STPs and BellSouth or other third-party local switch.
- 9.7.6 When the capability to route messages based on Intermediate Signaling Network Identifier (ISNI) is generally available on BellSouth STPs, the BellSouth SS7 Network shall also convey TCAP messages using SS7 Network Interconnection in similar circumstances where the BellSouth switch routes traffic based on a Carrier Identification Code (CIC).
- 9.7.7 SS7 Network Interconnection shall provide all functions of the MTP as specified in ANSI T1.111. This includes:
- 9.7.7.1 Signaling Data Link functions, as specified in ANSI T1.111.2;
 - 9.7.7.2 Signaling Link functions, as specified in ANSI T1.111.3; and
 - 9.7.7.3 Signaling Network Management functions, as specified in ANSI T1.111.4.

- 9.7.8 SS7 Network Interconnection shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service, as specified in ANSI T1.112. In particular, this includes Global Title Translation (GTT) and SCCP Management procedures, as specified in T1.112.4. Where the destination signaling point is a BellSouth switching system or DB, or is another third-party local or tandem switching system directly connected to the BellSouth SS7 network, SS7 Network Interconnection shall include final GTT of messages to the destination and SCCP Subsystem Management of the destination. Where the destination signaling point is an Adelphia local or tandem switching system, SS7 Network Interconnection shall include intermediate GTT of messages to a gateway pair of Adelphia local STPs, and shall not include SCCP Subsystem Management of the destination.
- 9.7.9 SS7 Network Interconnection shall provide all functions of the Integrated Services Digital Network User Part (ISDNUP), as specified in ANSI T1.113.
- 9.7.10 SS7 Network Interconnection shall provide all functions of the TCAP, as specified in ANSI T1.114.
- 9.7.11 If and when Internetwork MTP Routing Verification Test (MRVT) and SCCP Routing Verification Test (SRVT) become approved ANSI standards and available capabilities of BellSouth STPs, SS7 Network Interconnection shall provide these functions of the OMAP.
- 9.7.12 SS7 Network Interconnection shall be equal to or better than the following performance requirements:
- 9.7.12.1 MTP Performance, as specified in ANSI T1.111.6;
- 9.7.12.2 SCCP Performance, as specified in ANSI T1.112.5; and
- 9.7.12.3 ISDNUP Performance, as specified in ANSI T1.113.5.
- 9.7.13 Interface Requirements
- 9.7.13.1 BellSouth shall offer the following SS7 Network Interconnection options to connect Adelphia or Adelphia-designated local or tandem switching systems or STPs to the BellSouth SS7 network:
- 9.7.13.1.1 A-link interface from Adelphia local or tandem switching systems; and
- 9.7.13.1.2 B-link interface from Adelphia STPs.
- 9.7.13.2 The Signaling Point of Interconnection (SPOI) for each link shall be located at a cross-connect element, such as a DSX-1, in the Central Office (CO) where the

BellSouth STP is located. There shall be a DS1 or higher rate transport interface at each of the SPOIs. Each signaling link shall appear as a DS0 channel within the DS1 or higher rate interface. BellSouth shall offer higher rate DS1 signaling links for interconnecting Adelphia local switching systems or STPs with BellSouth STPs as soon as these become approved ANSI standards and available capabilities of BellSouth STPs. BellSouth and Adelphia will work jointly to establish mutually acceptable SPOI.

- 9.7.13.3 BellSouth CO shall provide intraoffice diversity between the SPOIs and the BellSouth STP, so that no single failure of intraoffice facilities or equipment shall cause the failure of both B-links in a layer connecting to a BellSouth STP. BellSouth and Adelphia will work jointly to establish mutually acceptable SPOI.
- 9.7.13.4 The protocol interface requirements for SS7 Network Interconnection include the MTP, ISDNUP, SCCP, and TCAP. These protocol interfaces shall conform to the applicable industry standard technical references.
- 9.7.13.5 BellSouth shall set message screening parameters to accept messages from Adelphia local or tandem switching systems destined to any signaling point in the BellSouth SS7 network with which the Adelphia switching system has a legitimate signaling relation.
- 9.7.13.6 SS7 Network Interconnection shall be equal to or better than all of the requirements for SS7 Network Interconnection set forth in the applicable industry standard technical references.

9.8 Rates

The prices that Adelphia shall pay to BellSouth for Services rendered pursuant to Section 9 are set forth in Exhibit D to this Attachment.

10. Operator Call Processing, Inward Operator Services and Directory Assistance Services

10.1 All of the negotiated rates, terms and conditions set forth in this Section pertain to the provision of Operator Call Processing, Inward Operator Services and Directory Assistance Services.

10.2 Operator Systems

10.2.1 Definition. Operator Systems is the Network Element that provides operator and automated call handling and billing, special services, end user telephone listings and optional call completion services. The Operator Systems, Network Element provides two types of functions: Operator Service functions and Directory Assistance Service functions, each of which are described in detail below.

10.3 Operator Service

10.3.1 Definition. Operator Service provides: (1) operator handling for call completion (for example, collect, third number billing, and manual credit card calls), (2) operator or automated assistance for billing after the end user has dialed the called number (for example, credit card calls); and (3) special services including but not limited to Busy Line Verification and Emergency Line Interrupt (ELI), Emergency Agency Call, Operator-assisted Directory Assistance, and Rate Quotes.

10.3.2 Requirements

10.3.2.1 When Adelphia requests BellSouth to provide Operator Services, the following requirements apply:

10.3.2.1.1 BellSouth shall complete 0+ and 0- dialed local calls.

10.3.2.1.2 BellSouth shall complete 0+ intraLATA toll calls.

10.3.2.1.3 BellSouth shall process calls that are billed to Adelphia end user's calling card that can be validated by BellSouth.

10.3.2.1.4 BellSouth shall complete person-to-person calls.

10.3.2.1.5 BellSouth shall complete collect calls.

10.3.2.1.6 BellSouth shall provide the capability for callers to bill to a third party and complete such calls.

- 10.3.2.1.7 BellSouth shall complete station-to-station calls.
- 10.3.2.1.8 BellSouth shall process emergency calls.
- 10.3.2.1.9 BellSouth shall process Busy Line Verify and Emergency Line Interrupt requests.
- 10.3.2.1.10 BellSouth shall process emergency call trace, as they do for their End users prior to the Effective Date. Call must originate from a 911 provider.
- 10.3.2.1.11 BellSouth shall process operator-assisted directory assistance calls.
- 10.3.2.1.12 BellSouth shall adhere to equal access requirements, providing Adelphia local end users the same IXC access as provided to BellSouth end users.
- 10.3.2.1.13 BellSouth shall exercise at least the same level of fraud control in providing Operator Service to Adelphia that BellSouth provides for its own operator service.
- 10.3.2.1.14 BellSouth shall perform Billed Number Screening when handling Collect, Person-to-Person, and Billed-to-Third-Party calls.
- 10.3.2.1.15 BellSouth shall direct customer account and other similar inquiries to the customer service center designated by Adelphia.
- 10.3.2.1.16 BellSouth shall provide a feed of customer call records in "EMI" format to Adelphia in accordance with CLEC ODUF standards specified in Attachment 7.
- 10.3.3 Interface Requirements
- 10.3.3.1 With respect to Operator Services for calls that originate on local switching capability provided by or on behalf of Adelphia, the interface requirements shall conform to the then current established system interface specifications for the platform used to provide Operator Service and the interface shall conform to industry standards.
- 10.4 Directory Assistance Service**
- 10.4.1 Definition. Directory Assistance Service provides local end user telephone number listings with the option to complete the call at the callers direction separate and distinct from local switching.
- 10.4.2 Requirements
- 10.4.3 Directory Assistance Service shall provide up to two listing requests per call. If available and if requested by Adelphia's end user, BellSouth shall provide caller-optional directory assistance call completion service at rates contained in this Attachment to one of the provided listings, equal to that which BellSouth provides its end users. If not available, Adelphia may request such requirement pursuant to the

Bona Fide Request/New Business Process as set forth in General Terms and Conditions.

10.4.4 Directory Assistance Service Updates

10.4.4.1 BellSouth shall update end user listings changes daily. These changes include:

10.4.4.1.1 New end user connections: BellSouth will provide service to Adelphia that is equal to the service it provides to itself and its end users;

10.4.4.1.2 End user disconnections: BellSouth will provide service to Adelphia that is equal to the service it provides to itself and its end users; and

10.4.4.1.3 End user address changes: BellSouth will provide service to Adelphia that is equal to the service it provides to itself and its end users;

10.4.4.1.4 These updates shall also be provided for non-listed and non-published numbers for use in emergencies.

10.4.5 Branding for Operator Call Processing and Directory Assistance

10.4.5.1 The BellSouth Operator Systems Branding Feature provides a definable announcement to Adelphia end users using Directory Assistance (DA)/Operator Call Processing (OCP) prior to placing them in queue or connecting them to an available operator or automated operator system. This feature allows Adelphia to have its calls custom branded with Adelphia's name on whose behalf BellSouth is providing Directory Assistance and/or Operator Call Processing. Rates for Custom Branding, Operator Call Process and Directory Assistance are set forth in this Attachment.

10.4.5.2 BellSouth offers four service levels of branding to Adelphia when ordering Directory Assistance and/or Operator Call Processing.

10.4.5.2.1 Service Level 1 - BellSouth Branding

10.4.5.2.2 Service Level 2 - Unbranded

10.4.5.2.3 Service Level 3 - Custom Branding

10.4.5.2.4 Service Level 4 - Self Branding (applicable only to Adelphia for Resale or use with an Unbundled Port when routing to an operator service provider other than BellSouth).

10.4.6 For Resellers and Use with an Unbundled Port

10.4.6.1 BellSouth Branding is the Default Service Level.

- 10.4.6.2 Unbranding, Custom Branding, and Self Branding require Adelphia to order selective routing for each originating BellSouth end office identified by Adelphia. Rates for Selective Routing are set forth in this Attachment.
- 10.4.6.3 Custom Branding and Self Branding require Adelphia to order dedicated trunking from each BellSouth end office identified by Adelphia, to either the BellSouth Traffic Operator Position System (TOPS) or Adelphia Operator Service Provider. Rates for trunks are set forth in Section 6 of BellSouth's intrastate access tariff.
- 10.4.6.4 Unbranding - Unbranded Directory Assistance and/or Operator Call Processing calls ride common trunk groups provisioned by BellSouth from those end offices identified by Adelphia to the BellSouth TOPS. These calls are routed to "No Announcement."
- 10.4.7 For Facilities Based Carriers
 - 10.4.7.1 All Service Levels require Adelphia to order dedicated trunking from their end office(s) point of interface to the BellSouth TOPS Switches. Rates for trunks are set forth in Section 6 of BellSouth's intrastate access tariffs.
 - 10.4.7.2 Customized Branding includes charges for the recording of the branding announcement and the loading of the audio units in each TOPS Switch, IVS and NAV equipment for which Adelphia requires service.
- 10.4.8 Directory Assistance customized branding uses:
 - 10.4.8.1 the recording of the name;
 - 10.4.8.2 the front-end loading of the Digital Recorded Announcement Machine (DRAM) in each TOPS switch.
- 10.4.9 Operator Call Processing customized branding uses:
 - 10.4.9.1 the recording of the name;
 - 10.4.9.2 the front-end loading of the DRAM in the TOPS Switch;
 - 10.4.9.3 the back-end loading in the audio units in the Automated Alternate Billing System (AABS) in the Interactive Voice Subsystem (IVS);
 - 10.4.9.4 the 0- automation loading for the audio units in the Enhanced Billing and Access Service (EBAS) in the Network Applications Vehicle (NAV).
 - 10.4.9.5 BellSouth will provide to Adelphia purchasing local BellSouth switching and reselling BellSouth local exchange service, selective routing of calls to a requested

directory assistance services platform or operator services platform. Adelphia end users may use the same dialing arrangements as BellSouth end users, but obtain a Adelphia branded service.

10.5 Directory Assistance Database Service (DADS)

- 10.5.1 BellSouth shall make its Directory Assistance Database Service (DADS) available solely for the expressed purpose of providing Directory Assistance type services to Adelphia end users. The term "end user" denotes any entity which obtains Directory Assistance type services for its own use from a DADS customer. Directory Assistance type service is defined as Voice Directory Assistance (DA Operator assisted and Electronic Directory Assistance (Data System assisted)). Adelphia agrees that Directory Assistance Database Service (DADS) will not be used for any purpose which violates federal or state laws, statutes, regulatory orders or tariffs. Except for the permitted users, Adelphia agrees not to disclose DADS to others and shall provide due care in providing for the security and confidentiality of DADS. Further, Adelphia authorizes the inclusion of Adelphia Directory Assistance listings in the BellSouth Directory Assistance products.
- 10.5.2 BellSouth shall provide Adelphia initially with a base file of subscriber listings which reflect all listing change activity occurring since Adelphia's most recent update via magnetic tape, and subsequently using electronic connectivity such as Network Data Mover to be developed mutually by Adelphia and BellSouth. Adelphia agrees to assume the costs associated with CONNECT: Direct™ connectivity, which will vary depending upon volume and mileage.
- 10.5.3 BellSouth will require approximately one month after receiving an order to prepare the Base File. BellSouth will provide daily updates which will reflect all listing change activity occurring since CLEC's most recent update. BellSouth shall provide updates to Adelphia on a Business, Residence, or combined Business and Residence basis. Adelphia agrees that the updates shall be used solely to keep the information current. Delivery of Daily Updates will commence the day after Adelphia receives the Base File.
- 10.5.4 BellSouth is authorized to include Adelphia Directory Assistance Listing Information in its Directory Assistance Database Service (DADS). Any other use by BellSouth of Adelphia Directory Assistance Listing Information is not authorized and with the exception of a request for DADS, BellSouth shall refer any request for such information to Adelphia.
- 10.5.5 Rates for DADS are as set forth in this Attachment.

10.6 Direct Access to Directory Assistance Service

- 10.6.1 Direct Access to Directory Assistance Service (DADAS) will provide Adelphia's directory assistance operators with the ability to search all available BellSouth's subscriber listings using the Directory Assistance search format. Subscription to DADAS will allow Adelphia to utilize its own switch, operator workstations and optional audio subsystems.
- 10.6.2 BellSouth will provide DADAS from its DA location. Adelphia will access the DADAS system via a telephone company provided point of availability. Adelphia has the responsibility of providing the physical links required to connect to the point of availability. These facilities may be purchased from the telephone company as rates and charges billed separately from the charges associated with this offering.
- 10.6.3 A specified interface to each Adelphia subsystem will be provided by BellSouth. Interconnection between Adelphia's system and a specified BellSouth location will be pursuant to the use of Adelphia owned or Adelphia leased facilities and shall be appropriate sized based upon the volume of queries being generated by Adelphia.
- 10.6.4 The specifications for the three interfaces necessary for interconnection are available in the following documents:
 - 10.6.4.1 DADAS to Subscriber Operator Position System—Northern Telecom Document CSI-2300-07; Universal Gateway/ Position Message Interface Format Specification;
 - 10.6.4.2 DADAS to Subscriber Switch—Northern Telecom Document Q210-1 Version A107; NTDMS/CCIDAS System Application Protocol; and AT&T Document 250-900-535 Operator Services Position System Listing Service and Application Call Processing Data Link Interface Specification;
 - 10.6.4.3 DADAS to Audio Subsystem (Optional)—Directory One Call Control to Audio Response Unit system interface specifications are available through Northern Telecom as a licensed access protocol—Northern Telecom Document 355-004424 and Gateway/Interactive Voice subsystem Protocol Specification.
- 10.6.5 Rates for DADAS are as set forth in this Attachment.
- 10.7 **Automatic Location Identification/Data Management System (ALI/DMS)**
 - 10.7.1 The ALI/DMS Database contains end user information (including name, address, telephone information, and sometimes special information from the local service provider or end user) used to determine to which Public Safety Answering Point (PSAP) to route the call. The ALI/DMS database is used to provide more routing flexibility for E911 calls than Basic 911. BellSouth shall provide the Emergency Services Database in accordance with the following:

10.7.2 Technical Requirements

10.7.2.1 BellSouth shall offer Adelphia a data link to the ALI/DMS database or permit Adelphia to provide its own data link to the ALI/DMS database. BellSouth shall provide error reports from the ALI/DMS database to Adelphia immediately after Adelphia inputs information into the ALI/DMS database. Alternately, Adelphia may utilize BellSouth, to enter end user information into the data base on a demand basis, and validate end user information on a demand basis.

10.7.2.2 The ALI/DMS database shall contain the following end user information:

10.7.2.2.1 Name;

10.7.2.2.2 Address;

10.7.2.2.3 Telephone number; and

10.7.2.2.4 Other information as appropriate (e.g., whether a end user is blind or deaf or has another disability).

10.7.2.3 When BellSouth is responsible for administering the ALI/DMS database in its entirety, ported number NXXs entries for the ported numbers should be maintained unless Adelphia requests otherwise and shall be updated if Adelphia requests, provided Adelphia supplies BellSouth with the updates.

10.7.2.4 When Remote Call Forwarding (RCF) is used to provide number portability to the local end user and a remark or other appropriate field information is available in the database, the shadow or "forwarded-to" number and an indication that the number is ported shall be added to the customer record.

10.7.2.5 If BellSouth is responsible for configuring PSAP features (for cases when the PSAP or BellSouth supports an ISDN interface) it shall ensure that CLASS Automatic Recall (Call Return) is not used to call back to the ported number. Although BellSouth currently does not have ISDN interface, BellSouth agrees to comply with this requirement once ISDN interfaces are in place.

10.7.3 Interface Requirements

The interface between the E911 Switch or Tandem and the ALI/DMS database for Adelphia end users shall meet industry standards.

10.8 Rates

The prices that Adelphia shall pay to BellSouth for Services rendered pursuant to Section 10 are set forth in Exhibit D to this Attachment.

11. Calling Name (CNAM) Database Service

- 11.1 All of the negotiated rates, terms and conditions set forth in this Section pertain to the provision of CNAM.
- 11.2 The Agreement for Calling Name (CNAM) with standard pricing is included as Exhibit B to this Attachment. Adelphia must provide to its account manager a written request with a requested activation date to activate this service. If Adelphia is interested in requesting CNAM with volume and term pricing, Adelphia must contact its account manager to request a separate CNAM volume and term Agreement.
- 11.3 SCPs/Databases shall be equal to or better than all of the requirements for SCPs/Databases set forth in the applicable industry standard technical references.
- 11.4 **Service Creation Environment and Service Management System (SCE/SMS) Advanced Intelligent Network (AIN) Access**
 - 11.4.1 BellSouth's Service Creation Environment and Service Management System (SCE/SMS) Advanced Intelligent Network (AIN) Access shall provide Adelphia the capability that will allow Adelphia and other third parties to create service applications in a BellSouth Service Creation Environment and deploy those applications in a BellSouth SMS to a BellSouth SCP. The third party service applications interact with AIN triggers provisioned on a BellSouth SSP.
 - 11.4.2 BellSouth's SCE/SMS AIN Access shall provide access to SCE hardware, software, testing and technical support (e.g., help desk, system administrator) resources available to Adelphia. Scheduling procedures shall provide Adelphia equivalent priority to these resources.
 - 11.4.2 BellSouth SCP shall partition and protect Adelphia service logic and data from unauthorized access, execution or other types of compromise.
 - 11.4.3 When Adelphia selects SCE/SMS AIN Access, BellSouth shall provide training, documentation, and technical support to enable Adelphia to use BellSouth's SCE/SMS AIN Access to create and administer applications. Training, documentation, and technical support will address use of SCE and SMS access and administrative functions, but will not include support for the creation of a specific service application.
 - 11.4.4 When Adelphia selects SCE/SMS AIN Access, BellSouth shall provide for a secure, controlled access environment in association with its internal use of AIN components. Adelphia access will be provided via remote data connection (e.g., dial-in, ISDN).

- 11.4.5 When Adelphia selects SCE/SMS AIN Access, BellSouth shall allow Adelphia to download data forms and/or tables to BellSouth SCP via BellSouth SMS without intervention from BellSouth (e.g., service customization and end user subscription).

11.5 Rates

The prices that Adelphia shall pay to BellSouth for Services rendered pursuant to Section 11 are set forth in Exhibit D to this Attachment.

12. Basic 911 and E911

12.1 All of the negotiated terms and conditions set forth in this Section pertain to the provision of Basic 911 and E911.

12.2 If Adelphia orders network elements and other services, then Adelphia is also responsible for providing E911 to its end users. BellSouth agrees to offer access to the 911/E911 network pursuant to the following terms and conditions set forth in this Attachment.

12.3 Definition

12.4 Basic 911 and E911 is an additional requirement that provides a caller access to the applicable emergency service bureau by dialing a 3-digit universal telephone number (911).

12.5 Requirements

12.5.1 Basic 911 Service Provisioning. For Basic 911 service, BellSouth will provide to Adelphia a list consisting of each municipality that subscribes to Basic 911 service. The list will also provide, if known, the E911 conversion date for each municipality and, for network routing purposes, a ten-digit directory number representing the appropriate emergency answering position for each municipality subscribing to 911. Adelphia will be required to arrange to accept 911 calls from its end users in municipalities that subscribe to Basic 911 service and translate the 911 call to the appropriate 10-digit directory number as stated on the list provided by BellSouth. Adelphia will be required to route that call to BellSouth at the appropriate tandem or end office. When a municipality converts to E911 service, Adelphia will be required to discontinue the Basic 911 procedures and begin using E911 procedures.

12.5.2 E911 Service Provisioning. For E911 service, Adelphia will be required to install a minimum of two dedicated trunks originating from the Adelphia serving wire center and terminating to the appropriate E911 tandem. The dedicated trunks shall be, at a minimum, DS-0 level trunks configured either as a 2-wire analog interface or as part of a digital (1.544 Mb/s) interface. Either configuration shall use CAMA-type signaling with multifrequency ("MF") pulsing that will deliver automatic number identification ("ANI") with the voice portion of the call. If the user interface is digital, MF pulses, as well as other AC signals, shall be encoded per the u-255 Law convention. Adelphia will be required to provide BellSouth daily updates to the E911 database. Adelphia will be required to forward 911 calls to the appropriate E911 tandem, along with ANI, based upon the current E911 end office to tandem homing arrangement as provided by BellSouth. If the E911 tandem trunks are not available,

Adelphia will be required to route the call to a designated 7-digit local number residing in the appropriate Public Service Answering Point ("PSAP"). This call will be transported over BellSouth's interoffice network and will not carry the ANI of the calling party. Adelphia shall be responsible for providing BellSouth with complete and accurate data for submission to the 911/E911 database for the purpose of providing 911/E911 to its end users.

- 12.5.3 Rates. Charges for 911/E911 service are borne by the municipality purchasing the service. BellSouth will impose no charge on Adelphia beyond applicable charges for BellSouth trunking arrangements.
- 12.5.4 Basic 911 and E911 functions provided to Adelphia shall be at least at parity with the support and services that BellSouth provides to its end users for such similar functionality.
- 12.5.5 Detailed Practices and Procedures. The detailed practices and procedures contained in the E911 Local Exchange Carrier Guide For Facility-Based Providers as amended from time to time during the term of this Agreement will determine the appropriate practices and procedures for BellSouth and Adelphia to follow in providing 911/E911 services.

13. True-Up

This section applies only to Tennessee and other rates that are interim or expressly subject to true-up under this attachment.

- 13.1 The interim prices for Network Elements and Other Services and Local Interconnection shall be subject to true-up according to the following procedures:
- 13.2 The interim prices shall be trued-up, either up or down, based on final prices determined either by further agreement between the Parties, or by a final order (including any appeals) of the Commission which final order meets the criteria of (3) below. The Parties shall implement the true-up by comparing the actual volumes and demand for each item, together with interim prices for each item, with the final prices determined for each item. Each Party shall keep its own records upon which the true-up can be based, and any final payment from one Party to the other shall be in an amount agreed upon by the Parties based on such records. In the event of any disagreement as between the records or the Parties regarding the amount of such true-up, the Parties agree that the body having jurisdiction over the matter shall be called upon to resolve such differences, or the Parties may mutually agree to submit the matter to the Dispute Resolution process in accordance with the provisions of Section 16 of the General Terms and Conditions and Attachment 1 of the Agreement.

- 13.3 The Parties may continue to negotiate toward final prices, but in the event that no such Agreement is reached within nine (9) months, either Party may petition the Commission to resolve such disputes and to determine final prices for each item. Alternatively, upon mutual agreement, the Parties may submit the matter to the Dispute Resolution Process set forth in Section 16 of the General Terms and Conditions and Attachment 1 of the Agreement, so long as they file the resulting Agreement with the Commission as a “negotiated Agreement” under Section 252(e) of the Act.
- 13.4 A final order of the Commission that forms the basis of a true-up shall be the final order as to prices based on appropriate cost studies, or potentially may be a final order in any other Commission proceeding which meets the following criteria:
- (a) BellSouth and Adelphia are entitled to be a full Party to the proceeding;
 - (b) It shall apply the provisions of the federal Telecommunications Act of 1996, including but not limited to Section 252(d)(1) (which contains pricing standards) and all then-effective implementing rules and regulations; and,
 - (c) In the case of loops only it shall include as an issue the geographic deaveraging of network element and other services prices, which deaveraged prices, if any are required by said final order, shall form the basis of any true-up.

EXHIBIT A

**LINE INFORMATION DATA BASE (LIDB)
STORAGE AGREEMENT**

I. SCOPE

- A. This Agreement sets forth the terms and conditions pursuant to which BellSouth agrees to store in its LIDB certain information at the request of Adelphia and pursuant to which BellSouth, its LIDB customers and Adelphia shall have access to such information. Adelphia understands that BellSouth provides access to information in its LIDB to various telecommunications service providers pursuant to applicable tariffs and agrees that information stored at the request of Adelphia, pursuant to this Agreement, shall be available to those telecommunications service providers. The terms and conditions contained in the attached Addendum(s) are hereby made a part of this Agreement as if fully incorporated herein.
- B. LIDB is accessed for the following purposes:
1. Billed Number Screening
 2. Calling Card Validation
 3. Fraud Control
- C. BellSouth will provide seven days per week, 24-hours per day, fraud monitoring on Calling Cards, bill-to-third and collect calls made to numbers in BellSouth's LIDB, provided that such information is included in the LIDB query. BellSouth will establish fraud alert thresholds and will notify Adelphia of fraud alerts so that Adelphia may take action it deems appropriate. Adelphia understands and agrees BellSouth will administer all data stored in the LIDB, including the data provided by Adelphia pursuant to this Agreement, in the same manner as BellSouth's data for BellSouth's end user customers. BellSouth shall not be responsible to Adelphia for any lost revenue which may result from BellSouth's administration of the LIDB pursuant to its established practices and procedures as they exist and as they may be changed by BellSouth in its sole discretion from time to time.

Adelphia understands that BellSouth currently has in effect numerous billing and collection agreements with various interexchange carriers and billing clearing houses. Adelphia further understands that these billing and collection customers of BellSouth query BellSouth's LIDB to determine whether to accept various billing options from end users. Additionally, Adelphia understands that presently BellSouth has no method to differentiate between BellSouth's own billing and line data in the LIDB and such data which it includes in the LIDB on Adelphia's behalf pursuant to this Agreement. Therefore, until such time as BellSouth can and does implement in its

LIDB and its supporting systems the means to differentiate Adelphia's data from BellSouth's data and the Parties to this Agreement execute appropriate amendments hereto, the following terms and conditions shall apply:

- (a) Adelphia agrees that it will accept responsibility for telecommunications services billed by BellSouth for its billing and collection customers for Adelphia's end user accounts which are resident in LIDB pursuant to this Agreement. Adelphia authorizes BellSouth to place such charges on Adelphia's bill from BellSouth and agrees that it shall pay all such charges. Charges for which Adelphia hereby takes responsibility include, but are not limited to, collect and third number calls.
- (b) Charges for such services shall appear on a separate BellSouth bill page identified with the name of the entity for which BellSouth is billing the charge.
- (c) Adelphia shall have the responsibility to render a billing statement to its end users for these charges, but Adelphia's obligation to pay BellSouth for the charges billed shall be independent of whether Adelphia is able or not to collect from Adelphia's end users.
- (d) BellSouth shall not become involved in any disputes between Adelphia and the entities for which BellSouth performs billing and collection. BellSouth will not issue adjustments for charges billed on behalf of an entity to Adelphia. It shall be the responsibility of Adelphia and the other entity to negotiate and arrange for any appropriate adjustments.

II. TERM

This Agreement will be effective as of _____, and will continue in effect for one year, and thereafter may be continued until terminated by either Party upon thirty (30) days written notice to the other Party.

III. FEES FOR SERVICE AND TAXES

- A. Adelphia will not be charged a fee for storage services provided by BellSouth to Adelphia, as described in Section I of this Agreement.
- B. Sales, use and all other taxes (excluding taxes on BellSouth's income) determined by BellSouth or any taxing authority to be due to any federal, state or local taxing jurisdiction with respect to the provision of the service set forth herein will be paid by Adelphia. Adelphia shall have the right to have BellSouth contest with the imposing

jurisdiction, at Adelphia's expense, any such taxes that Adelphia deems are improperly levied.

IV. INDEMNIFICATION

To the extent not prohibited by law, each Party will indemnify the other and hold the other harmless against any loss, cost, claim, injury, or liability relating to or arising out of negligence or willful misconduct by the indemnifying Party or its agents or contractors in connection with the indemnifying Party's provision of services, provided, however, that any indemnity for any loss, cost, claim, injury or liability arising out of or relating to errors or omissions in the provision of services under this Agreement shall be limited as otherwise specified in this Agreement. The indemnifying Party under this Section agrees to defend any suit brought against the other Party for any such loss, cost, claim, injury or liability. The indemnified Party agrees to notify the other Party promptly, in writing, of any written claims, lawsuits, or demands for which the other Party is responsible under this Section and to cooperate in every reasonable way to facilitate defense or settlement of claims. The indemnifying Party shall not be liable under this Section for settlement by the indemnified Party of any claim, lawsuit, or demand unless the defense of the claim, lawsuit, or demand has been tendered to it in writing and the indemnifying Party has unreasonably failed to assume such defense.

V. LIMITATION OF LIABILITY

Neither Party shall be liable to the other Party for any lost profits or revenues or for any indirect, incidental or consequential damages incurred by the other Party arising from this Agreement or the services performed or not performed hereunder, regardless of the cause of such loss or damage.

VI. MISCELLANEOUS

A. It is understood and agreed to by the Parties that BellSouth may provide similar services to other companies.

All terms, conditions and operations under this Agreement shall be performed in accordance with, and subject to, all applicable local, state or federal legal and regulatory tariffs, rulings, and other requirements of the federal courts, the U. S. Department of Justice and state and federal regulatory agencies. Nothing in this Agreement shall be construed to cause either Party to violate any such legal or regulatory requirement and either Party's obligation to perform shall be subject to all such requirements.

C. Adelphia agrees to submit to BellSouth all advertising, sales promotion, press releases, and other publicity matters relating to this Agreement wherein BellSouth's corporate or trade names, logos, trademarks or service marks or those of BellSouth's

affiliated companies are mentioned or language from which the connection of said names or trademarks therewith may be inferred or implied; and Adelphia further agrees not to publish or use advertising, sales promotions, press releases, or publicity matters without BellSouth's prior written approval.

- D. This Agreement constitutes the entire Agreement between Adelphia and BellSouth which supersedes all prior Agreements or contracts, oral or written representations, statements, negotiations, understandings, proposals and undertakings with respect to the subject matter hereof.
- E. Except as expressly provided in this Agreement, if any part of this Agreement is held or construed to be invalid or unenforceable, the validity of any other Section of this Agreement shall remain in full force and effect to the extent permissible or appropriate in furtherance of the intent of this Agreement.
- F. Neither Party shall be held liable for any delay or failure in performance of any part of this Agreement for any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, government regulations, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, strikes, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities, or acts or omissions of transportation common carriers.
- G. This Agreement shall be deemed to be a contract made under the laws of the State of Georgia, and the construction, interpretation and performance of this Agreement and all transactions hereunder shall be governed by the domestic law of such State.

**FACILITIES BASED ADDENDUM
TO LINE INFORMATION DATA BASE (LIDB)
STORAGE AGREEMENT**

This is a Facilities Based Addendum to the Line Information Data Base Storage Agreement dated _____, between BellSouth Telecommunications, Inc. ("BellSouth"), and _____ ("Adelphia"), effective the _____ day of _____.

I. GENERAL

This Addendum sets forth the terms and conditions for Adelphia's provision of billing number information to BellSouth for inclusion in BellSouth's LIDB. BellSouth will store in its LIDB the billing number information provided by Adelphia, and BellSouth will provide responses to on-line, call-by-call queries to this information for purposes specified in Section I.B. of the Agreement.

II. DEFINITIONS

- A. Billing number - a number that Adelphia creates for the purpose of identifying an account liable for charges. This number may be a line or a special billing number.
- B. Line number - a ten digit number that identifies a telephone line administered by Adelphia.
- C. Special billing number - a ten digit number that identifies a billing account established by Adelphia.
- D. Calling Card number - a billing number plus PIN number.
- E. PIN number - a four digit security code assigned by Adelphia which is added to a billing number to compose a fourteen digit calling card number.
- F. Toll billing exception indicator - associated with a billing number to indicate that it is considered invalid for billing of collect calls or third number calls or both, by Adelphia.
- G. Billed Number Screening - refers to the activity of determining whether a toll billing exception indicator is present for a particular billing number.

- H. Calling Card Validation - refers to the activity of determining whether a particular calling card number exists as stated or otherwise provided by a caller.
- I. Billing number information - information about billing number, Calling Card number and toll billing exception indicator provided to BellSouth by Adelphia.

III. RESPONSIBILITIES OF PARTIES

- A. Adelphia will provide its billing number information to BellSouth's LIDB each business day by a method that has been mutually agreed upon by both Parties.
- B. BellSouth will store in its LIDB the billing number information provided by Adelphia. Under normal operating conditions, BellSouth shall include Adelphia's billing number information in its LIDB no later than two business days following BellSouth's receipt of such billing number information, provided that BellSouth shall not be held responsible for any delay or failure in performance to the extent such delay or failure is caused by circumstances or conditions beyond BellSouth's reasonable control. BellSouth will store in its LIDB an unlimited volume of Adelphia's working telephone numbers.
- C. BellSouth will provide responses to on-line, call-by-call queries to the stored information for the specific purposes listed in the next paragraph.
- D. BellSouth is authorized to use the billing number information provided by Adelphia to perform the following functions for authorized users on an on-line basis:
 - 1. Validate a 14 digit Calling Card number where the first 10 digits are a line number or special billing number assigned by Adelphia, and where the last four digits (PIN) are a security code assigned by Adelphia.
 - 2. Determine whether Adelphia or the subscriber has identified the billing number as one which should not be billed for collect or third number calls, or both.
- E. Adelphia will provide its own billing number information to BellSouth for storage and to be used for Billed Number Screening and Calling Card Validation. Adelphia will arrange and pay for transport of updates to BellSouth.

IV. COMPLIANCE

Unless expressly authorized in writing by Adelphia, all billing number information provided pursuant to this Addendum shall be used for no purposes other than those set forth in this Addendum.

EXHIBIT B

CALLING NAME DELIVERY (CNAM) DATABASE SERVICES

1. Definitions

For the purpose of this Attachment, the following terms shall be defined as:

CALLING NAME DELIVERY DATABASE SERVICE (CNAM) - The ability to associate a name with the calling party number, allowing the end user subscriber (to which a call is being terminated) to view the calling party's name before the call is answered. This service also provides Adelpia the opportunity to load and store its subscriber names in the BellSouth CNAM SCPs.

CALLING PARTY NUMBER (CPN) - The number of the calling party that is delivered to the terminating switch using common channel signaling system 7 (CCS7) technology, and that is contained in the Initial Address Message (IAM) portion of the CCS7 call setup.

COMMON CHANNEL SIGNALING SYSTEM 7 (CCS7) - A network signaling technology in which all signaling information between two or more nodes is transmitted over high-speed data links, rather than over voice circuits.

SERVICE CONTROL POINTs (SCPs) - The real-time data base systems that contain the names to be provided in response to queries received from CNAM SSPs.

SERVICE MANAGEMENT SYSTEM (SMS) - The main operations support system of CNAM DATABASE SERVICE. CNAM records are loaded into the SMS, which in turn downloads into the CNAM SCP.

SERVICE SWITCHING POINTs (SSPs) - Features of computerized switches in the telephone network that determine that a terminating line has subscribed to CNAM service, and then communicate with CNAM SCPs in order to provide the name associated with the calling party number.

SUBSYSTEM NUMBER (SSN) - The address used in the Signaling Connection Control Part (SCCP) layer of the SS7 protocol to designate an application at an end signaling point. A SSN for CNAM at the end office designates the CNAM application within the end office. BellSouth uses the CNAM SSN of 232.

2. Attachment

2.1 This Attachment contains the terms and conditions where BellSouth will provide to the Adelphia access to the BellSouth CNAM SCP for query or record storage purposes.

Adelphia shall submit to BellSouth a notice of its intent to access and utilize BellSouth CNAM Database Services pursuant to the terms and conditions of this Attachment. Said notice shall be in writing, no less than 60 days prior to Adelphia's access to BellSouth's CNAM Database Services and shall be addressed to Adelphia's Account Manager.

3. Physical Connection and Compensation

3.1 BellSouth's provision of CNAM Database Services to Adelphia requires interconnection from Adelphia to BellSouth CNAM Service Control Points (SCPs). Such interconnections shall be established pursuant to Attachment 3 of this Agreement. The appropriate charge for access to and use of the BellSouth CNAM Database service shall be as set forth in this Attachment.

3.2 In order to formulate a CNAM query to be sent to the BellSouth CNAM SCP, Adelphia shall provide its own CNAM SSP. Adelphia's CNAM SSPs must be compliant with TR-NWT-001188, "CLASS Calling Name Delivery Generic Requirements".

3.3 If Adelphia elects to access the BellSouth CNAM SCP via a third party CCS7 transport provider, the third party CCS7 provider shall interconnect with the BellSouth CCS7 network according to BellSouth's Common Channel Signaling Interconnection Guidelines and Telcordia (formerly BellCore)'s CCS Network Interface Specification document, TR-TSV-000905. In addition, the third party provider shall establish CCS7 interconnection at the BellSouth Local Signal Transfer Points (LSTPs) serving the BellSouth CNAM SCPs that Adelphia desires to query.

3.4 Out-Of-Region Customers

If the customer queries the BellSouth CNAM SCP via a third party national SS7 transport provider, the third party SS7 provider shall interconnect with the BellSouth CCS7 network according to BellSouth's Common Channel Signaling Interconnection Guidelines and Telcordia's (formerly BellCore's) CCS Network Interface Specification document, TR-TSV-000905. In addition, the third party provider shall establish SS7 interconnection at one or more of the BellSouth Gateway Signal Transfer Points (STPs). The payment of all costs associated with the transport of SS7 signals via a third party will be established by mutual agreement of the Parties in writing and shall, by this reference become an integral part of this Agreement.

4. CNAM Record Initial Load and Updates

4.1 The mechanism to be used by Adelphia for initial CNAM record load and/or updates shall be determined by mutual agreement. The initial load and all

updates shall be provided by Adelphia in the BellSouth specified format and shall contain records for every working telephone number that can originate phone calls. It is the responsibility of Adelphia to provide accurate information to BellSouth on a current basis.

- 4.2 Updates to the SMS shall occur no less than once a week, reflect service order activity affecting either name or telephone number, and involve only record additions, deletions or changes.
- 4.3 Adelphia CNAM records provided for storage in the BellSouth CNAM SCP shall be available, on a SCP query basis only, to all Parties querying the BellSouth CNAM SCP. Further, CNAM service shall be provided by each Party consistent with state and/or federal regulation.

EXHIBIT C

CLEC/BellSouth Line Sharing Jointly Developed

Rules for Splitter Allocation

BellSouth is unable to obtain a sufficient number of splitters for placement in all central offices requested by competitive local exchange carriers ("CLECs") by June 6, 2000. As a result of the current shortage of splitters, CLECs and BellSouth developed the following rules for splitter allocation. These rules shall apply until such time as those CLECs participating in the creation of the rules agree that the regular splitter installation rules should apply.

1. There shall be a single CLEC priority list of central offices that shall consist of the Georgia CLEC priority list combined with the priority list from the other states in BellSouth's nine-state region (the "Priority List"). This priority list shall be used for filling orders; it shall determine the order in which splitters will be deployed in those central offices for which splitters have been ordered. Georgia central offices (CO) will have priority over other state's COs.
2. During the allocation period, a CLEC may order 24 ports or 96 ports. In either event, BellSouth shall install a 96 port splitter in accordance with the Priority List. However, during the allocation period, in the event a CLEC orders 96 ports, BellSouth will only allocate 24 ports of the 96 port splitter to the first CLEC that orders a splitter for that central office, thus creating a backlog of 72 ports that have already been ordered by that CLEC ("Backlog"). In the event of a Backlog, BellSouth will charge CLEC a monthly recurring charge appropriate for the number of ports allocated to CLEC. In addition, if CLEC requested a 96 port splitter, it shall pay a non-recurring charge for a 96 port splitter, but shall pay no non-recurring charges when additional ports are added to alleviate the Backlog.
3. BellSouth will allocate, on a first-come/first-served basis, the remaining 72 ports of the splitter (in blocks of 24 ports) to the other CLECs that place an order for a splitter at that same central office.

Orders Submitted by April 26, 2000 with Due Date of June 6, 2000 or Sooner

4. A firm order for a splitter issued to the BellSouth Complex Resale Support Group (CRSG) on or by April 26, 2000, with due date of June 6, 2000, or sooner, will be given priority over orders received after April 26, 2000. Orders for the first 200 splitters received prior to April 26, 2000, will be installed on or before June 5, 2000, and shall be

installed in accordance with the priority list. The first 25 splitter orders shall be installed no later than May 22, 2000.

5. In the event CLECs submit to BellSouth more than 200 splitter orders on or before April 26, 2000, BellSouth shall install fifty (50) splitters a week each week after June 5, 2000.
6. In the event there are more than four (4) orders submitted on or before April 26, 2000, for a splitter at a particular central office, a second splitter will be installed at that central office in accordance with the Priority List.
7. Backlogs associated with orders submitted on or before April 26, 2000 will be fulfilled in their entirety before any orders received after April 26, 2000 are worked. In fulfilling a Backlog, the CLEC's additional ports may not be on the same shelf as the initial 24 ports.

Orders Received after April 26, 2000

8. Irrespective of the Priority List, no orders received after April 26, 2000, will be worked until after all orders received on or before April 26, 2000 have been completed.
9. Once all orders received on or before April 26, 2000, have been worked in their entirety, orders received after April 26, 2000, will have a minimum interval of forty-two (42) calendar days from date of receipt.

Orders Submitted with Due Dates After June 6, 2000

10. Any order submitted on or before April 26, 2000, with a due date of after June 6, 2000, will be completed according to the due date provided there is available inventory and all orders with a due date of June 6, 2000 or earlier have been completed.

Georgia Rating/Ranking of Central Offices for Linesharing

March 9, 2000

Covad, Rhythms, NorthPoint, New
Edge

CLLI Combined Ranking

MRTTGAMA	1
RSWLGAMA	2
ATLNGABU	3
ATLNGAPP	4
DLTHGAHS	5
ATLNGASS	6
CHMBGAMA	7
AGSTGAU	8
LRVLGAOS	9
MRTTGAEA	10
SMYRGAMA	11
LLBNGAMA	12
WDSTGACR	13
ATHNGAMA	14
AGSTGAFL	15
AGSTGATH	16
JNBOGAMA	17
NRCRGAMA	18
ATLNGATH	19
ALPRGAMA	20
DNWDGAMA	21
CMNGGAMA	22
AGSTGAMT	23
ALBYGAMA	24
GSVLGAMA	25
SNLVGAMA	26
ATLNGAIC	27
ATLNGAEP	28
TUKRGAMA	29
ROMEGATL	30
VLDSGAMA	31
MACNGAMT	32
ASTLGAMA	33

SMYRGAPF	34
DGVLGAMA	35
ATLNGAEL	36
SNMTGALR	37
CNYRGAMA	38
MACNGAVN	39
WRRBGAMA	40
NWNNGAMA	41
ATLNGAWD	42
GRFNGAMA	43
PANLGAMA	44
BUFRGABH	45
ATLNGACD	46
MACNGAGP	47
SVNHGABS	48
ATLNGACS	49
PTCYGAMA	50
RVDLGAMA	51
STBRGANH	52
MCDNGAGS	53
ATLNGAWE	54
SVNHGADE	55
SVNHGAWB	56
ATLNGAGR	57
ATLNGAAD	58
CRVLGAMA	59
ACWOGAMA	60
ATLNGABH	61
FYVLGASG	62
SVNHGAGC	63
SVNHGAWI	64
ATLNGAFP	65
ATLNGAHR	66
PWSPGAAS	67
CRTNGAMA	68
ATLNGALA	69
MRRWGAMA	70
CLMBGAMT	71
CLMBGAMW	72
LTHNGAJS	73
CVTNGAMT	74

DLLSGAES	75
FRBNGAEB	76
CLMBGABV	77
BRWKGAMA	78
ATLNGAQS	79
CNTNGAXB	80
LGVLGACS	81
SSISGAES	81

BellSouth Central Offices (All states excluding GA)

Ref. #	CLLI	State	Combined CLEC Rank
312	PRRNFLMA	FL	1
1330	MMPHTNBA	TN	2
1362	NSVLTNMT	TN	3
202	GSVLFLNW	FL	4
1	ALBSALMA	AL	5
13	BRHMALCH	AL	6
268	MLBRFLMA	FL	7
1337	MMPHTNMA	TN	8
285	ORLDFLAP	FL	9
1335	MMPHTNGT	TN	10
208	HLWDFLPE	FL	11
289	ORLDFLPH	FL	12
1333	MMPHTNEL	TN	13
324	STRNFLMA	FL	14
14	BRHMALCP	AL	15
15	BRHMALEL	AL	16
1141	CLMASCSN	SC	17
1240	CHTGTNNS	TN	18
1339	MMPHTNOA	TN	19
1073	RLGHNCSE	NC	20
299	PMBHFLCS	FL	21
698	NWORLASW	LA	22
1354	NSVLTNBW	TN	23
1309	KNVLTNMA	TN	24
16	BRHMALEN	AL	25
17	BRHMALEW	AL	26
1345	MRBOTNMA	TN	27
1364	NSVLTNUN	TN	28
623	KNNRLABR	LA	29
984	CARYNCCE	NC	30
333	WPBHFLGA	FL	31
1356	NSVLTNCH	TN	32
1363	NSVLTNST	TN	33
429	LSVLKYAP	KY	34
20	BRHMALHW	AL	35

BellSouth Central Offices (All states excluding GA)

Ref. #	CLLI	State	Combined CLEC Rank
21	BRHMALMT	AL	36
638	LFYTLAMA	LA	37
1306	KNTNTNMA	TN	38
693	NWORLAMT	LA	39
149	BCRTFLMA	FL	40
150	BCRTFLSA	FL	41
1340	MMPHTNSL	TN	42
1338	MMPHTNMT	TN	43
307	PNSCFLFP	FL	44
22	BRHMALOM	AL	45
23	BRHMALOX	AL	46
176	DYBHFLMA	FL	47
1352	NSVLTNAP	TN	48
1332	MMPHTNCT	TN	49
334	WPBHFLGR	FL	50
249	MIAMFLCA	FL	51
732	SLIDLAMA	LA	52
1307	KNVLTNBE	TN	53
64	MTGMALDA	AL	54
24	BRHMALRC	AL	55
26	BRHMALVA	AL	56
196	FTPRFLMA	FL	57
1272	FKLNTNMA	TN	58
695	NWORLARV	LA	59
1019	GNBONCAS	NC	60
1068	RLGHNCGL	NC	61
692	NWORLAMR	LA	62
1310	KNVLTNWH	TN	63
179	DYBHFLPO	FL	64
34	BSMRALMA	AL	65
148	BCRTFLBT	FL	66
233	JPTRFLMA	FL	67
1357	NSVLTNDO	TN	68
697	NWORLASK	LA	69
189	FTLDLJA	FL	70
262	MIAMFLRR	FL	71

BellSouth Central Offices (All states excluding GA)

Ref. #	CLLI	State	Combined CLEC Rank
288	ORLDFLPC	FL	72
1361	NSVLTNMC	TN	73
667	MONRLAMA	LA	74
664	MNFDLAMA	LA	75
157	BYBHFLMA	FL	76
170	DLBHFLKP	FL	77
554	BTRGLAGW	LA	78
1237	CHTGTNDT	TN	79
232	JCVLFLWC	FL	80
253	MIAMFLHL	FL	81
988	CHRLNCCE	NC	82
431	LSVLKYBR	KY	83
1353	NSVLTNBV	TN	84
1158	FLRNSCMA	SC	85
171	DLBHFLMA	FL	86
174	DRBHFLMA	FL	87
1323	MAVLTNMA	TN	88
1358	NSVLTNHGH	TN	89
230	JCVLFLSJ	FL	90
301	PMBHFLMA	FL	91
265	MIAMFLWD	FL	92
287	ORLDFLMA	FL	93
1366	NSVLTNWM	TN	94
164	COCOFLMA	FL	95
187	FTLDFLCR	FL	96
188	FTLDFLCY	FL	97
330	VRBHFLMA	FL	98
1280	GDVLTNMA	TN	99
696	NWORLASC	LA	100
264	MIAMFLSO	FL	101
989	CHRLNCCR	NC	102
683	NWORLAAR	LA	103
1311	KNVLTNHGH	TN	104
557	BTRGLAMA	LA	105
190	FTLDFLMR	FL	106
191	FTLDFLMA	FL	107

BellSouth Central Offices (All states excluding GA)

Ref. #	CLLI	State	Combined CLEC Rank
1250	CLVLTNMA	TN	108
987	CHRLNCCA	NC	109
430	LSVLKYBE	KY	110
338	WPBHFLRP	FL	111
271	MNDRFLLO	FL	112
229	JCVLFLRV	FL	113
1020	GNBONCEU	NC	114
306	PNSCFLBL	FL	115
192	FTLDFLPL	FL	116
194	FTLDFLSU	FL	117
1236	CHTGTNBR	TN	118
986	CHRLNCBO	NC	119
687	NWORLACM	LA	120
1004	CPHLNCRO	NC	121
209	HLWDFLWH	FL	122
1341	MMPHTNST	TN	123
996	CHRLNCSH	NC	124
848	JCSNMSCP	MS	125
195	FTLDFLWN	FL	126
206	HLWDFLHA	FL	127
969	AHVLNCOH	NC	128
995	CHRLNCRE	NC	129
227	JCVLFLNO	FL	130
442	LSVLKYWE	KY	131
1069	RLGHNCHO	NC	132
436	LSVLKYOAA	KY	133
992	CHRLNCLP	NC	134
356	BWLGKYMA	KY	135
207	HLWDFLMA	FL	136
218	JCBHFLMA	FL	137
305	PNCYFLMA	FL	138
1022	GNBONCLA	NC	139
220	JCVLFLAR	FL	140
335	WPBHFLHH	FL	141
319	SNFRFLMA	FL	142
439	LSVLKYSM	KY	143

BellSouth Central Offices (All states excluding GA)

Ref. #	CLLI	State	Combined CLEC Rank
222	JCVLFLCL	FL	144
90	TSCLALMT	AL	145
221	JCVLFLBW	FL	146
223	JCVLFLFC	FL	147
1247	CLEVTNMA	TN	148
201	GSVLFLMA	FL	149
691	NWORLAMC	LA	150
300	PMBHFLFE	FL	151
293	OVIDFLCA	FL	152
594	FKTNLAMA	LA	153
231	JCVLFLSM	FL	154
66	MTGMALMT	AL	155
243	MIAMFLAE	FL	156
245	MIAMFLAP	FL	157
99	DCTRALMT	AL	158
217	JCBHFLAB	FL	159
286	ORLDFLCL	FL	160
1102	WNSLNCVI	NC	161
428	LSVLKYAN	KY	162
981	BURLNCDA	NC	163
59	MOBLALSH	AL	164
314	PTSLFLMA	FL	165
246	MIAMFLBA	FL	166
248	MIAMFLBR	FL	167
123	HNVIALMT	AL	168
19	BRHMALFS	AL	169
690	NWORLAMA	LA	170
1287	HDVLTNMA	TN	171
290	ORLDFLSA	FL	172
1028	GSTANCSO	NC	173
52	MOBLALAZ	AL	174
1211	SUVLSCMA	SC	175
251	MIAMFLFL	FL	176
252	MIAMFLGR	FL	177
1131	CHTNSCWA	SC	178
54	MOBLALOS	AL	179

BellSouth Central Offices (All states excluding GA)

Ref. #	CLLI	State	Combined CLEC Rank
75	PNSNALMA	AL	180
1058	MTOLNCCE	NC	181
1070	RLGHNCJO	NC	182
1099	WNSLNCFI	NC	183
124	HNVIALPW	AL	184
472	OWBOKYMA	KY	185
254	MIAMFLIC	FL	186
1125	CHTNSCDP	SC	187
255	MIAMFLKE	FL	188
1140	CLMASCSH	SC	189
441	LSVLKYVS	KY	190
311	PNVDFLMA	FL	191
277	NDADFLBR	FL	192
1312	LBNNTNMA	TN	193
1166	GNVLSCDT	SC	194
281	NSBHFLMA	FL	195
256	MIAMFLME	FL	196
257	MIAMFLNM	FL	197
558	BTRGLAOH	LA	198
1126	CHTNSCDT	SC	199
33	BSMRALHT	AL	200
337	WPBHFLRB	FL	201
291	ORPKFLMA	FL	202
997	CHRLNCTH	NC	203
1169	GNVLSCWR	SC	204
327	TTVLFLMA	FL	205
260	MIAMFLPB	FL	206
261	MIAMFLPL	FL	207
849	JCSNMSMB	MS	208
1188	MNPLSCES	SC	209
577	CVTNLAMA	LA	210
279	NDADFLOL	FL	211
998	CHRLNCUN	NC	212
1071	RLGHNCMO	NC	213
1130	CHTNSCNO	SC	214
310	PNSCFLWA	FL	215

BellSouth Central Offices (All states excluding GA)

Ref. #	CLLI	State	Combined CLEC Rank
276	NDADFLAC	FL	216
266	MIAMFLWM	FL	217
177	DYBHFLOB	FL	218
1138	CLMASCSA	SC	219
686	NWORLACA	LA	220
1067	RLGHNCGA	NC	221
336	WPBHFLLE	FL	222
624	KNNRLAHN	LA	223
1207	SPBGSCMA	SC	224
1080	SLBRNCMA	NC	225
278	NDADFLGG	FL	226
302	PMBHFLTA	FL	227
1143	CLMASCSW	SC	228
440	LSVLKYTS	KY	229
1257	CRTHTNMA	TN	230
28	BRHMALWL	AL	231
435	LSVLKYJT	KY	232
639	LFYTLAVM	LA	233
332	WPBHFLAN	FL	234
1369	OKRGTNMT	TN	235
126	HNVIALUN	AL	236
438	LSVLKYSL	KY	237
483	PMBRKYMA	KY	238
292	ORPKFLRW	FL	239
559	BTRGLASB	LA	240
729	SHPTLAMA	LA	241
433	LSVLKYFC	KY	242
432	LSVLKYCW	KY	243
1300	JCSNTNMA	TN	244
561	BTRGLAWN	LA	245
1101	WNSLNCLE	NC	246
1277	GALLTNMA	TN	247
556	BTRGLAIS	LA	248
726	SHPTLABS	LA	249
689	NWORLALK	LA	250
1254	CNVLTNMA	TN	251

BellSouth Central Offices (All states excluding GA)

Ref. #	CLLI	State	Combined CLEC Rank
642	LKCHLADT	LA	252
727	SHPTLACL	LA	253
1388	SMYRTNMA	TN	254
1262	DKSNTNMT	TN	255
728	SHPTLAHD	LA	256
1031	HNVLNCCH	NC	257
971	APEXNCCE	NC	258
990	CHRLNCDE	NC	259
1346	MRTWTNMA	TN	260
852	JCSNMSRW	MS	261
1394	SPFDTNMA	TN	262
665	MNVLLAMA	LA	263
1023	GNBONCMC	NC	264
1106	AIKNSCMA	SC	265
991	CHRLNCER	NC	266
1072	RLGHNCSE	NC	267
645	LKCHLAUN	LA	268
1045	LNTNNCMA	NC	269
263	MIAMFLSH	FL	270
1017	GLBONCMA	NC	271
1308	KNVLTNFC	TN	272
1135	CLMASCHH	SC	273
1100	WNSLNCGL	NC	274
824	GLPTMSTS	MS	275
258	MIAMFLNS	FL	276
67	MTGMALNO	AL	277
259	MIAMFLOL	FL	278
1398	SVVLTNMT	TN	279
993	CHRLNCMI	NC	280
1085	SSVLNCMA	NC	281
982	BURLNCEL	NC	282
731	SHPTLASG	LA	283
1024	GNBONCPG	NC	284
74	PHCYALMA	AL	285
244	MIAMFLAL	FL	286
296	PCBHFLNT	FL	287

BellSouth Central Offices (All states excluding GA)

Ref. #	CLLI	State	Combined CLEC Rank
1037	KNDLNCCE	NC	288
165	COCOFLME	FL	289
434	LSVLKYHA	KY	290
838	HTBGMSMA	MS	291
1078	SELMNCMA	NC	292
60	MOBLALSK	AL	293
1009	DVSNNCPO	NC	294
582	DNSPLAMA	LA	295
1098	WNSLNCCL	NC	296
10	AUBNALMA	AL	297
1083	SRFDNCCE	NC	298
399	FRFTKYMA	KY	299
247	MIAMFLBC	FL	300
1248	CLMATNMA	TN	301
1018	GNBONCAP	NC	302
1136	CLMASCDF	SC	303
1105	ZBLNNCCE	NC	304
321	STAGFLMA	FL	305
1096	WNDLNCPI	NC	306
846	JCSNMSBL	MS	307
11	BLFNALMA	AL	308
427	LSVLKY26	KY	309
193	FTLDFLSG	FL	310
1242	CHTGTNRO	TN	311
212	HMSTFLNA	FL	312
159	CCBHFLMA	FL	313
985	CARYNCWS	NC	314
560	BTRGLASW	LA	315
295	PAHKFLMA	FL	316
1133	CLMASCAR	SC	317
250	MIAMFLDB	FL	318
122	HNVIALLW	AL	319
1066	RLGHNC DU	NC	320
1142	CLMASCSU	SC	321
210	HMSTFLEA	FL	322
154	BLGLFLMA	FL	323

BellSouth Central Offices (All states excluding GA)

Ref. #	CLLI	State	Combined CLEC Rank
1258	CRVLTNMA	TN	324
851	JCSNMSPC	MS	325
1241	CHTGTNRB	TN	326
1053	MGTNNCGR	NC	327
89	TSCLALDH	AL	328
ADD	HNVIALRA	AL	329
730	SHPTLAQB	LA	330
978	BOONNCKI	NC	331
839	HTBGMSWE	MS	332
8	ATHNALMA	AL	333
610	HMNDLAMA	LA	334
874	MDSNMSES	MS	335
71	OPLKALMT	AL	336
769	BILXMSED	MS	337
269	MLTNFLRA	FL	338
1301	JCSNTNNS	TN	339
55	MOBLALPR	AL	340
552	BTRGLABK	LA	341
847	JCSNMSCB	MS	342
437	LSVLKYSH	KY	343
1129	CHTNSCLB	SC	344
492	RCMDKYMA	KY	345
411	HNSNKYMA	KY	346
1040	LENRNCHA	NC	347
1190	NAGSSCMA	SC	348
77	PRVLALMA	AL	349
213	HTISFLMA	FL	350
972	ARDNNCCE	NC	351
200	GLBRFLMC	FL	352
823	GLPTMSLY	MS	353
315	PTSLFLSO	FL	354
51	MOBLALAP	AL	355
1127	CHTNSCJM	SC	356
893	OCSPMSGO	MS	357
91	TSCLALNO	AL	358
317	SBSTFLMA	FL	359

BellSouth Central Offices (All states excluding GA)

Ref. #	CLLI	State	Combined CLLEC Rank
527	WNCHKYMA	KY	360
58	MOBLALSF	AL	361
1239	CHTGTNMV	TN	362
1016	GLBONCAD	NC	363
770	BILXMSMA	MS	364
1400	TLLHTNMA	TN	365
109	FRHPALMA	AL	366
1368	NWPTTNMT	TN	367
56	MOBLALSA	AL	368
666	MONRLADS	LA	369
668	MONRLAWM	LA	370
57	MOBLALSE	AL	371
404	GRTWKYMA	KY	372
970	AHVLNCOT	NC	373
1385	SHVLTNMA	TN	374
780	BRNDMSES	MS	375
1414	WNCHTNMA	TN	376
1347	MSCTTNMT	TN	377
1315	LNCYTNMA	TN	378
240	LYHNFLOH	FL	379
1374	PLSKTNMA	TN	380
1317	LRBGTNMA	TN	381
555	BTRGLAHR	LA	382
294	PACEFLPV	FL	383
850	JCSNMSNR	MS	384
1243	CHTGTNSE	TN	385
204	HBSDFLMA	FL	386
1319	LXTNTNMA	TN	387
1343	MNCHTNMA	TN	388
1249	CLTNTNMA	TN	389
322	STAGFLSH	FL	390
1041	LENRNCHU	NC	391
308	PNSCFLHC	FL	392
1285	GTBGTNMT	TN	393
968	AHVLNCBI	NC	394
1238	CHTGTNHT	TN	395

BellSouth Central Offices (All states excluding GA)

Ref. #	CLLI	State	Combined CLEC Rank
304	PNCYFLCA	FL	396